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1. Definitions and interpretation

1.1 For the purposes of the provisions of these General Terms and Conditions of Purchase and any special terms and conditions, the terms referred to herein shall have the meaning specified for each of them below:

‘Purchaser’: Goriziane --- [*complete for each company in the group*].

‘Affiliate’: with reference to a party, means: (i) entities or companies directly or indirectly controlling such party; (ii) entities or companies directly or indirectly controlled by such party; or (iii) entities or companies directly or indirectly controlled by any of the parties under (i).

‘Authorities’: means, with reference to the Italian legal system: public administrations (referred to in Article 1(2) of Leg. Decree No 165/2001 and identified pursuant to Article 1(3) of Law No 196/2009 as amended), bodies governed by public law, associations, consortia formed by the aforesaid entities, any judicial authority and any foreign body assimilated to these entities.

‘General Terms and Conditions of Purchase’: these contractual terms and conditions.

‘Special Terms and Conditions of Purchase’: the special conditions of purchase that may have been arranged by the Purchaser for specific categories of Products or Services or otherwise agreed in writing between the Purchaser and the Supplier.

‘Contract’ has the meaning set forth in Article 4.1.

‘Effective Date’: the date from which the General Terms and Conditions of Purchase shall apply pursuant to Article 2.1(d).

‘Intellectual Property Rights’ means all industrial and intellectual property rights, whether registered or unregistered, including but not limited to trademarks and other distinctive signs, patents for invention and utility models, software, designs and models and all applications, concessions and/or registrations, renewals, extensions, prior rights and priorities relating to the foregoing.

‘Certifying Body’: one of the certification institutes (e.g. RINA, BUEREAU VERITAS, DNV, etc.) entrusted with the supervision of construction and testing of materials, as well as the issue of the relative certificates.

‘Supplier’: the party receiving an Order, i.e. issuer of a sales proposal, which supplies Products or Services to the Purchaser, or the company in the Supplier's Group that makes a Supply.

‘Supply’: the subject of the Contract consisting of the supply of Products or Services by the Supplier to the Purchaser.

‘Supplier Warranty’: the warranty given by the Supplier on the Products and Services pursuant to Article 14.

‘Day’: indicates each calendar day.

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‘Group’: with reference to a party, indicates the party itself and its Affiliates.

‘Confidential Information’: all information, of whatever nature (commercial, financial, technical, operational, management, administrative, legal, etc.) and in whatever form (written or oral, in visual or electronic format, on paper, magnetic or digital support, without any exclusion whatsoever) and in any form (written or oral, in visual or electronic format, on paper, magnetic or digital support, without any exclusion whatsoever), including but not limited to data, know-how, drawings, models, diagrams, formulas, projects, procedures or processes, images, files, archives, databases, software and related source codes, materials, material samples, products, equipment and all related technical and functional specifications, which the Supplier becomes aware of before or after the date of signing the Order, either directly or indirectly, including through access to the documentation and/or goods of any kind supplied, following discussions or during the performance of activities connected with, related to or resulting from the Order, regardless of whether such information has been specifically identified as ‘confidential’, ‘inside’ or ‘price sensitive’.

‘Law’: means any applicable law, decree, regulation, directive, order or decision, whether Italian, EU or foreign, regardless of which authority it emanates from.

‘Non-Conformity’ means any vice, defect or non-conformity of the Products or Services with respect to the Contract, the Specifications or the Supplier's Warranty.

‘Order’: a contractual proposal for purchase, concerning Products or Services, made by the Purchaser to the Supplier.

‘Open Order’: the Supplier's commitment to supply the Purchaser with a specific quantity of Products or Services, within a specified period of time, within the limits of the Purchaser's needs and at the Purchaser's request.

‘Parties’ indicates the Purchaser and Supplier jointly and **‘Party’** individually.

‘Warranty Period’: has the meaning set forth in Article 14.3.

‘Products’: the Supplier's products covered by a Contract.

‘Services’: the services provided by the Supplier and covered by a Contract.

‘Specifications’: the set of contractual documents describing the qualitative, technical and performance requirements of the Products or Services and other requirements relating to the Products and/or Services, or to how they are provided, included in the Contract or otherwise communicated by the Purchaser to the Supplier, as well as further specifications and requirements provided for by applicable laws and/or technical standards.

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‘Intended Use’: with reference to the Products: the use for which the Products are intended, communicated by the Purchaser or otherwise known to the Supplier or inferable from the nature of the Products.

- 1.2** References to regulatory sources of all degrees cited in these terms and conditions shall be understood as references to the texts in force at the time of application of the regulations contained herein.

2. General Terms and Conditions of Purchase

2.1 The General Terms and Conditions of Purchase:

- (a) shall constitute the contractual terms applicable to any Supply of Products or Services by the Supplier to the Purchaser;
- (b) shall be deemed to be referred to and an integral part of each Order, Open Order and Contract;
- (c) shall be identified by a progressive version number;
- (d) shall be effective from the moment they are signed by the Supplier.

- 2.2** It is the Supplier's responsibility to ensure the applicability and compliance with the General Terms and Conditions of Purchase in force from time to time to, and from, the Supplier's Group companies and/or any sub-suppliers receiving or executing all or part of an Order.

- 2.3** The Supplier is obliged to inform the Purchaser without delay of any changes to its data (company data, certificates, etc.) provided previously.

3. Scope of application

- 3.1** The General Terms and Conditions of Purchase apply to any Supply governed by a Contract concluded after the Effective Date.

- 3.2** Acceptance of the General Terms and Conditions of Purchase does not in itself oblige the Purchaser to place Orders, nor the Supplier to accept them in the absence of any specific obligation to do so.

- 3.3** The Supply Contract is governed by, in order of hierarchy:

- (a) mandatory rules of Law;
- (b) Contract (including the Specifications) and any amendments thereto concluded in accordance with Art. 3.4.;
- (c) Special Conditions of Purchase (if any);
- (d) General Terms and Conditions of Purchase;
- (e) non-mandatory rules of Law.

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3.4 Any amendments to the Contract must be in writing; amendments concluded orally or by conclusive facts are excluded.

3.5 The applicability of the Supplier's general terms and conditions of sale is in any case excluded.

4. Contract Formation

4.1 The contract for the purchase and sale of the Products or for the provision of Services (the '**Contract**') is concluded and is binding on the Parties following:

- (a) written agreement between the Purchaser and the Supplier, or
- (b) acceptance of an Order by the Supplier without modification or reservation ; or
- (c) the acceptance by the Purchaser of a sales proposal from the Supplier without modification or reservation.

4.2 The supplier is not entitled to payments or refunds for quotations and samples in the absence of a specific agreement in writing.

4.3 Orders, any sales proposals by the Supplier, any agreements deviating from these General Terms and Conditions of Purchase and any acceptances thereof shall be transmitted in writing.

4.4 Orders to be executed in less than 2 (two) working days shall be deemed tacitly accepted by the Supplier if they are not expressly refused within 24 hours of being received.

4.5 In all other cases, the Supplier undertakes to accept or refuse each Order in writing within 5 (five) Days of receipt; however, in the event of failure to accept or refuse the Order within the deadline, the Supplier shall be obliged to perform the service covered by the Order, but the Purchaser shall not be obliged to accept it.

4.6 Acceptance by the Supplier shall indicate:

- (a) the Order reference number;
- (b) the article codes or the description of the Services covered by the Supply.

4.7 Orders may be cancelled, withdrawn or changed by the Purchaser at any time prior to receiving the Supplier's acceptance.

4.8 The cancellation, withdrawal or amendment of an Order transmitted by the Purchaser after receiving the Supplier's express acceptance thereof shall be deemed accepted by the Supplier unless expressly rejected within 5 (five) Days of receipt.

4.9 A partial or differing acceptance of the Order (including a request for additional charges) by the Supplier constitutes a sales proposal by the Supplier and shall only be binding on the Purchaser following its express acceptance.

4.10 Orders shall only be binding on the Supplier following their express or tacit acceptance by the

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Supplier in accordance with the terms set out in Article 4.4.

4.11 Any provisions of Orders transmitted by the Purchaser to the Supplier or contained in an Open Order shall not be binding on the Purchaser unless it is expressly foreseen that they constitute an obligation to purchase and shall therefore not give rise to any liability on the part of the Purchaser should they be disregarded.

4.12 All technical, economic or other information, whether written or verbal, discussed in the negotiation phase prior to the formation of the Contract shall not form an integral part of the Contract and shall have 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 agreement concerning the subject it covers.

5. Provision of Products and Services

5.1 The Supplier may not change the Products and Services covered by the Supply or the materials used or the production process without the prior written authorisation of the Purchaser.

5.2 Any changes or improvements affecting the materials, characteristics or production process of the Products or Services shall be communicated to the Purchaser in advance, so that the Purchaser is able to verify their compatibility with the Specifications and amend them, if necessary.

5.3 Any change or improvement affecting the materials, characteristics or production process of the Products or Services not expressly approved in writing by the Purchaser may not be adopted by the Supplier.

5.4 The Supply shall be performed in accordance with the latest versions of the Specifications provided by the Purchaser at the time the Order is issued, unless otherwise agreed.

5.5 The Supplier shall be liable according to these General Terms and Conditions of Purchase:

- (c) for the Products or components thereof purchased from third parties,
- (d) for the processing carried out on the Products by third parties.

5.6 If the Supplier uses equipment supplied by the Purchaser and/or if the Products include components or materials supplied by the Purchaser, and/or the performance of the Services involves work on materials or products supplied by the Purchaser, the Supplier shall:

- (a) verify in advance, and under its own responsibility, the suitability for use of the materials and equipment provided by the Purchaser;
- (b) be the custodian of the goods owned by the Purchaser;
- (c) be responsible at its own expense for routine maintenance (including periodic calibration according to the Purchaser's instructions) and, subject to the Purchaser's written approval, for the repair of equipment owned by the Purchaser;

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(d) ensure that equipment owned by the Purchaser is not used by or for the benefit of third parties but solely for the purpose of fulfilling obligations towards the Purchaser.

(e) be liable for theft, loss of or damage to goods owned by the Purchaser.

5.7 In relation to the employment, contracting and subcontracting relationships connected with the Supply, the Supplier:

(a) acknowledges that under no circumstances shall any form of employment relationship be established with the Purchaser by these workers, who cannot be considered employees of the Purchaser;

(b) undertakes to fulfil all obligations arising from such relationships (including the payment of all taxes, wages, insurance and social security contributions);

(c) undertakes to indemnify the Purchaser against any claims by third parties based on the Purchaser's joint and several liability or other grounds.

6. Marking, packaging and labelling

6.1 Where applicable, the Supplier is required to affix the CE marking in accordance with the relative regulations.

6.2 The Supplier is obliged to package the Products in such a way that they can be easily handled by the Purchaser (e.g. handling with a standard forklift).

6.3 The Products shall be complete with a label of dimensions and characteristics such as to guarantee their identification; in particular, the label shall indicate the Order number, the Purchaser's material code and the number of pieces per code contained in the packaging.

6.4 Further specific indications concerning packaging, labelling and traceability of the Products may be included in the Contract.

7. Transport – Transfer of Risk

7.1 The specifications for transport and shipment of the Products are set out in the Order or otherwise agreed in the Contract.

7.2 Where reference is made to Incoterms, the reference is to the version in force on the date of the conclusion of the Contract.

7.3 In the absence of a reference to Incoterms, the risk of loss of and/or damage to the Products shall be transferred to the Purchaser upon the unloading of the Products at the place of delivery indicated in the Order, even if the carrier has been designated or instructed by the Purchaser.

8. Certifications

8.1 The certificates requested in the Order form an integral part of the Supply and must be delivered to the Purchaser together with the Supply, attached to the transport document (DDT) and with

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reference to the Order.

8.2 The Supplier may forward the certificates in advance to both e-mail addresses: certificati@goriziane.it and logistica@goriziane.it, quoting in the subject line the Order number and the relative delivery note (DDT).

8.3 Failure to deliver the required documentation or the delivery of inadequate documentation shall be considered to all intents and purposes as a delay with respect to the Delivery Terms, subject to the regulations set out in the following article 9.

8.4 Any charges incurred by the Purchaser as a result of deficiencies, errors or omissions in the documentation to be delivered by the Supplier (invoices, transport documents, certificates of origin, etc.) shall be borne by the Supplier.

9. Delivery – Execution

9.1 The Products shall be delivered and the Services provided at the place and within the deadlines specified in the Order or otherwise agreed in the Contract ('**Delivery Terms**').

9.2 The Supplier undertakes to notify the Purchaser promptly of any foreseeable delays or deviations from the Delivery Terms, stating the reason and the new dates envisaged.

9.3 The Delivery Terms are to be considered essential and may not be advanced or postponed by the Supplier except with the written agreement of the Purchaser.

9.4 The Purchaser may:

- (a) order the Supplier to temporarily suspend the works and the Supply, in which case, provided that the suspension order does not result from causes attributable to the Supplier, the Supplier shall be entitled to a corresponding extension of the Delivery Terms;
- (b) request advances or postponements with respect to the Delivery Terms and the Supplier shall take all reasonable steps to meet such requests.

9.5 In the event of unauthorised early deliveries, the Purchaser shall be entitled:

- (c) to refuse the Supply; or
- (d) to receive the Supply with charges to the Supplier for the storage costs of the Products delivered early.

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- 9.6** In any case of non-compliance with the Delivery Terms, the Purchaser shall charge the Supplier a penalty for delay amounting to 0.20% (zero point twenty per cent) of the Contract Price per day of delay up to a maximum of 5 per cent of the Contract Price.
- 9.7** This shall be without prejudice to the Purchaser's right to compensation for any greater damages suffered or to terminate the Contract for non-performance.
- 9.8** The Purchaser is entitled to refuse partial deliveries.
- 9.9** Acceptance of a Supply, or receipt of Services, which do not conform to the Order shall not invalidate or preclude the exercise of any right of the Purchaser to contest non-compliance with the Delivery Terms or any Non-Conformity, even if these are obvious.
- 10. Testing – Product Checks**
- 10.1** The Supplier acknowledges that certain Products included in an Order may have to be tested. Depending on the type of Supply, tests must be performed by the Supplier's qualified personnel or by the Certification Bodies and/or Registers indicated in the Order or provided for by the regulations, in compliance with all applicable laws.
- 10.2** If a re-test should have to be carried out due to an error attributable to the Supplier, all costs relating to subsequent tests that may be necessary shall be borne by the Supplier, including the remuneration of the Certification Body appointed for tests carried out in the Supplier's workshops and/or factories, as well as, if prescribed, for tests at sites indicated by the Purchaser.
- 10.3** The Purchaser shall be entitled to have its employees or other designated persons witness the acceptance tests, if necessary by accessing the workshops and/or plants of the Supplier and/or its sub-suppliers.
- 10.4** The result of the acceptance test shall be substantiated by the relative certificate, to be sent by the Supplier to both e-mail addresses: certificati@goriziane.it and logistica@goriziane.it. In the absence of such certificate, the goods shall be deemed to lack the qualities essential for their intended use, in accordance with the provisions of Art. 1497 of the Civil Code.
- 10.5** The Purchaser shall inspect the Products as far as possible upon delivery; however, receipt of the Products without reservation shall not invalidate or preclude the exercise of any right of the Purchaser to contest non-compliance with the Delivery Terms or any Non-Conformity of the Products, even if such Non-Conformity is obvious.
- 11. Consideration**
- 11.1** The Consideration due for the Products and/or Services is that set out in the Contract and is net of any applicable value-added tax.
- 11.2** The Consideration is fixed and inclusive of all charges or costs (including customs duties and export costs); unless otherwise specified, security costs are deemed to be included.
- 11.3** In the event that the Supplier is responsible for the installation or commissioning of the Products in the absence of an express agreement to the contrary, all related indirect costs (for example, travel costs, transport costs, provision of tools, etc.) shall be borne by the Supplier.

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11.4 Should the market prices of the Products and/or Services decrease from those existing at the Effective Date, the Supplier undertakes to enter into negotiations with the Purchaser in order to adjust the prices accordingly.

12. Invoicing

12.1 Invoices issued by the Supplier for the supply of Products or Services shall include:

- (a) header to the Purchaser;
- (b) the details of the Order or Contract;
- (c) the details of the transport document (if applicable),

and shall be sent electronically, via the interchange system, using the Purchaser's unique recipient code that will be promptly communicated by the Purchaser or, where there is no obligation to issue invoices electronically, by e-mail to contabilita@goriziane.it

12.2 Suppliers with a foreign VAT number (EU and non-EU) shall issue the invoice in digital format (.pdf) and send it to contabilita@goriziane.it.

13. Payment

13.1 Unless otherwise stated in the Contract, the Consideration shall be paid within 90 Days of the end of the month in which the relative invoice is issued.

13.2 Payment of the Consideration shall not invalidate or preclude the exercise of any right of the Purchaser to contest non-compliance with the Delivery Terms or any Non-Conformity of the Products or Services.

13.3 The Purchaser is authorised to suspend any payment due to the Supplier even if it relates to undisputed supplies and even if it is the subject of a different Contract:

- (a) in case of non-compliance with the Delivery Terms;
- (b) in the event of disputes concerning the Non-Conformity of Products or Services;
- (c) if objective and unequivocal circumstances indicate that the Supplier shall be unable to perform exactly the Contracts in progress.

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13.4 In the event of suspension of payments pursuant to the preceding article, the Supplier may not suspend or delay the performance of its services and waives any right of retention to which it may be entitled.

13.5 In the event of late payment, should the Supplier fail to take legal or extrajudicial action to recover the credit due within 12 months following the expiry of the payment deadline referred to in Article 13.1, the claim shall be deemed to have been definitively waived by the Supplier, which shall forfeit its right to payment.

14. Supplier's Warranty

14.1 The Supplier represents and warrants:

- (a) that the Products supplied:
 - (i) are fully owned by the Supplier, unencumbered by any real or personal rights of third parties;
 - (ii) comply with all applicable Laws;
 - (iii) conform to the Specifications, recognising that Products that fail to conform exactly to the Specifications are to be regarded as an entirely different good from that covered by the Contract;
 - (iv) comply with any reference standards shared between the Parties;
 - (v) are free from flaws and defects in materials, design, construction and/or workmanship;
 - (vi) properly finished;
 - (vii) are free of processing residues (e.g. substances used in treatments such as oils or emulsions, debris, swarf), test residues (e.g. substances used in testing) and/or environmental contamination (e.g. dust, insects) and cleaned using appropriate cleaning treatments (e.g. blowing, degreasing, cleaning or washing with detergents, rinsing and drying);
 - (viii) conform to the best quality and operating standards generally adopted in the relevant industry;
 - (ix) are complete with the documents and certifications specified in the Order or otherwise agreed to in the Contract or required by Law;
- (b) the proper functioning of the Products for the Warranty Period in accordance with the Specifications or the performance declared by the Supplier in relation to the Products in its information or advertising material;
- (c) the fitness of the Products to serve their Intended Use for the entire duration of the Warranty Period.

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14.2 The Supplier represents and warrants that the Services are provided in compliance:

- (a) with all applicable Laws;
- (b) with the Specifications;
- (c) with the highest quality standards generally adopted in the relevant industry.

14.3 The Warranty Period:

- (a) applicable to the Products and Services shall be 24 (twenty-four) months from the date of delivery of the Products or the date of performance of the Services;
- (b) for Products intended to be incorporated into the Purchaser's products or if the Services relate to work on the Purchaser's products, the Warranty Period shall be 24 (twenty-four) months from the date of transfer in ownership or use to third parties of the relative products of the Purchaser. In any event, the duration of the Warranty Period shall not exceed 36 (thirty-six) months from the delivery of the Products to the Purchaser or from the performance of the Services.

14.4 The Purchaser shall report any Non-Conformity in writing within 60 days of its discovery.

14.5 The Purchaser shall be obliged to store and safeguard the Products subject to the complaint of Non-Conformity for 10 (ten) Days, during which the Supplier shall be obliged to carry out the joint examination of the Products.

14.6 The Supplier, as a conventional warranty, in addition to the warranties and remedies provided for by Law, undertakes, in the shortest technical time (and in any case within 15 Days from the notification of Non-Conformity) and for the entire duration of the Warranty Period, to

- (a) eliminate the Non-Conformity at its own expense by repairing the Products to be carried out – at the Purchaser's discretion – by the Supplier itself or by third parties, or if repair – in the Purchaser's opinion – is not reasonably possible, to replace the Products or to reduce the consideration;
- (b) eliminate the Non-Compliance at its own expense by renewing all or part of the Services;
- (c) arrange at its own expense the collection of non-conforming Products to be replaced or repaired;
- (d) deliver the repaired or replaced Products to the Purchaser;
- (e) reimburse the Purchaser for the costs of storage of non-compliant Products;
- (f) indemnify the Purchaser against all costs, damages or liability arising from the Non-Conformity of the Products and/or Services, including those arising from claims by third parties.

14.7 Should the Supplier fail, within the time and in the manner set forth in the preceding article, to fulfil

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its obligations thereunder, the Purchaser shall be entitled to take any appropriate action or measure, directly or through a third party and at the expense of the Supplier, to contain or prevent the damage caused by the Non-Conformity.

14.8 In case of repair and/or replacement of the Products and in case of renewal of the Services, the Warranty Period starts anew and in full from the date of delivery of the repaired and/or replaced Products.

14.9 Any actual or alleged knowledge of the Non-Conformity by the Purchaser does not exclude or limit the Supplier's Warranty except where there is evidence that the Purchaser has accepted the Non-Conformity in writing.

15. Inspections – Right of access

15.1 The Purchaser reserves the right to check at the Supplier's and/or its sub-suppliers' premises the equipment, testing systems and quality of the materials and components used for the production of the Products as well as the conformity of the workplaces and production processes with the Law and the Contract. To this end, the Supplier undertakes to ensure that the persons assigned by the Purchaser have free access to the plants and warehouses of the Supplier, its sub-suppliers, or parties where the Supplier's materials or components used in the manufacture of the Products are located, during working hours, in compliance with the applicable regulations in force on health and safety in the workplace, and after informing the Supplier of the time and manner of access with reasonable notice.

15.2 If, following an inspection, the Purchaser finds non-conformities, the Supplier undertakes to take all appropriate measures to remedy the non-conformities found.

15.3 Any inspection carried out shall not invalidate or preclude the exercise of any right of the Purchaser to contest any Non-Conformity of the Products or Services.

15.4 In the event that, following justified access by the competent Authorities to the Purchaser's production process or non-conformities found by the Authorities, there is a need to obtain information concerning the Products, the Supplier undertakes to provide the competent Authorities with the requested information.

16. Insurance

16.1 The Supplier is obliged to take out with leading insurance companies and to maintain in force for at least 36 (thirty-six) months after the last supply to the Purchaser insurance policies of an adequate amount to cover the following risks:

- (a) theft of, loss of or damage to goods owned by the Purchaser;
- (b) product liability for personal injury or property damage;
- (c) INAIL compensation and employee accident coverage;
- (d) operational discontinuity caused by fire or exceptional natural disasters.

16.2 The above-mentioned insurance shall not in any way and for any reason limit the Supplier's liability

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under the Contract and the Law.

16.3 At the Purchaser's request, the Supplier shall provide copies of insurance policies and evidence of their validity.

16.4 Additional insurance cover may be agreed upon for Supplies of particular economic importance or for specific types of Purchaser's Products.

17. Third Party Rights

17.1 The Supplier represents and warrants that:

- (e) the provision of the Products and/or Services does not infringe any rights of third parties;
- (f) it is the owner, i.e. the lawful user, of any Intellectual Property Rights relating to the Products and/or Services;
- (g) the Purchaser's use of the Products and/or Services and transfer to third parties in ownership or use is not subject to any restriction or charge by reason of any rights of third parties.

17.2 The Supplier undertakes to indemnify the Purchaser against any costs or damages arising from the claims of third parties, even if the third party obtains precautionary or provisional protection as a result of the its rights to the Products and/or Services.

18. Intellectual Property

18.1 The Supply relationship does not entail any transfer or licence to the Supplier of any Intellectual Property Rights of the Purchaser.

18.2 The Purchaser is the exclusive owner of the technical documentation (drawings, plans, work sheets, etc.) relating to the Products or Services provided to the Supplier as well as of any technical documentation prepared by the Supplier on the basis thereof.

18.3 Intellectual Property Rights relating to improvements or derived inventions developed by the Supplier on the basis of the Purchaser's Intellectual Property Rights (**'Derivative Intellectual Property Rights'**) shall vest in the Purchaser and the Supplier undertakes to:

- (h) notify the Purchaser of any Derivative Intellectual Property together with any information necessary or useful to understand it fully;
- (i) ensure full cooperation with the Purchaser and/or approval so that the Purchaser may proceed to register the Derivative Intellectual Property in its own name as an original invention, model or work.

19. Non-solicitation Clause

19.1 Until two years after the completion of the last supply of Products or Services, the Supplier undertakes not to establish, seek to establish or offer, on its own behalf or on behalf of third

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parties, directly or indirectly, any employment or self-employment relationship with any person who has in the previous 12 (twelve) months been an employee of or worked regularly with the Purchaser, regardless of whether or not this constitutes unfair competition for the solicitation of employees or a breach of any obligations to which the employee is subject.

20. Declaration of Origin of Goods – Export Control and Customs

- 20.1** In the case of Products wholly obtained in a given State or territory or that are to be considered as originating in a given State or territory, the Supplier undertakes to request the certificate of origin of the Products and/or to provide any documentation justifying their origin or in any case to make any statement necessary to prove the origin of the Products, even in the event of subsequent checks by any competent authority and even if the Products are only marketed.
- 20.2** The Supplier undertakes to comply strictly with the customs regulations and the regulations on the international trade of the Products, and to provide at the Purchaser's request any information, useful or necessary, for the shipping, handling, transfer, storage or similar of the Products within the European Union or to/from/through States outside the European Union, as well as for the performance of customs operations or for the application for any licence or authorisation or more generally for the performance of any activity that may prove necessary for operations involving the Products.
- 20.3** The Supplier also undertakes to inform the Purchaser immediately, as from the pre-contractual negotiations and in any case prior to the confirmation of the Product order or the provision of related services, if the Products are subject to export bans or restrictions, or require licences, authorisations or similar, or are subject to other restrictions that may affect directly or indirectly their export or import, sale, supply, transfer, marketing or the like, such as, but not limited to, the regulation of dual-use goods and technologies, or goods subject to restrictions adopted by the European Union or the United States of America in relation to specific states or territories.

21. Observance of the Law

- 21.1** The Supplier undertakes to observe in the production and supply of the Products and/or in the provision of the Services all applicable Laws and in particular, without limitation, all Laws concerning:
- (a) the environment;
 - (b) labour;
 - (c) hygiene and safety;
 - (d) fitness for use of buildings;
 - (e) logistics and transport.
- 21.2** At the Purchaser's request, the Supplier undertakes to present:
- (a) Certificato Prevenzione Incendi (fire safety certificate) if the supplier is based in Italy or equivalent foreign certificate in other cases;

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- (b) Documento Unico Regolarità Contributiva, or DURC (single insurance contribution payment certificate) if the supplier is based in Italy or equivalent foreign document in other cases;
- (c) any other document reasonably requested to prove continued compliance with the obligations under the Law.

21.3 Failure by the Supplier to comply with the provisions of the Law, as well as failure to comply with the obligations set forth in this article, constitutes a serious breach of every Contract to be with the Purchaser, legitimising the termination thereof pursuant to Art. 1456 of the Civil Code and entitling to damages.

21.4 The Supplier guarantees not to procure and use raw materials, goods and commodities that have been extracted, produced or manufactured, in whole or in part, in Russia, in the Xinjiang Uyghur Autonomous Region (XUAR) or that are by their nature or origin subject to international sanctions to which Italy adheres. It is also committed to ethical and responsible production in accordance with international labour standards.

21.5 In the case of supplies subject to the application of NATO AQAP, the Supplier fully accepts the following:

- (a) the right to access the facilities where the contractual activities are carried out;
- (b) to provide information on the fulfilment of contractual requirements;
- (c) the possibility of evaluating without restriction the organisation's compliance with the applicable AQAP Standard;
- (d) the possibility of evaluating without restriction external Suppliers according to the applicable AQAP Standard. The Supplier shall be informed before the evaluation is carried out;
- (e) the possibility of conducting checks on the conformity of the product with the requirements of the contract;
- (f) the assistance necessary for the evaluation, verification, validation, testing, inspection or release of the product for the fulfilment of Government Quality Assurance activities to contractual requirements;
- (g) to provide the facilities for the execution of Government Quality Assurance activities;
- (h) to provide the organisation personnel/External Suppliers to operate such equipment as required;
- (i) access to information and communication facilities;
- (j) to provide the necessary documentation to confirm the conformity of the product to the specifications;

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- (k) to provide copies of the necessary documents, including those in electronic format.

22. Force majeure

22.1 The Supplier shall not be liable for non-performance or delays due to force majeure.

22.2 In the event of force majeure preventing the performance of all or part of a Supply:

- (l) the Supplier shall notify the Purchaser in writing, as soon as possible, of the occurrence of a force majeure event as well as the effects on its ability to meet its obligations;
- (m) performance of the Supply shall remain suspended until the force majeure has ended;
- (n) If the delay in performance of the Supply due to force majeure exceeds 30 days, the Purchaser may withdraw from the relative Contract.

22.3 The Supplier acknowledges and recognises that the following shall not constitute events of force majeure:

- (a) non-performance by suppliers of the Supplier;
- (b) breakage or malfunction of machinery or computer systems;
- (c) supply difficulties;
- (d) work stoppages at the Supplier's premises;
- (e) health emergencies that do not lead to closure of the Supplier's activity by order of the Authorities.

23. Spare parts

23.1 The Supplier warrants the availability of the Products and the components thereof as spare parts ('Spare Parts') for 10 years from the last standard supply of Products.

23.2 The price of Spare Parts shall be determined in good faith on the basis of (i) the unit price of similar Products in the last standard supply, (ii) currency devaluation and (iii) any documented increases in production costs.

24. Prohibition of assignment – Subcontractors – Off-setting

24.1 The Supplier's obligations under the Contract and claims arising out of its performance may not be assigned without the prior written agreement of the Purchaser.

24.2 The Supplier shall notify the Purchaser of any sub-suppliers in writing; unless the Purchaser objects in writing within 10 Days of the notification, the sub-supplier shall be deemed approved.

24.3 The Purchaser may set off against any debt owed to the Supplier any of its claims provided they are

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certain and liquid.

- 24.4** The Supplier may set off against any debt owed to the Purchaser any of its claims provided they are certain, liquid and collectable.

25. Confidentiality obligations

- 25.1** The Supplier undertakes to keep the Confidential Information strictly confidential and not to disclose the Confidential Information to anyone and not to use the Confidential Information for any purpose other than for the Contract without the express written agreement of the Purchaser.
- 25.2** The Supplier shall use the same degree of diligence as it uses to protect its own confidential information and, in any case, such as to prevent the unauthorised disclosure or use of the Confidential Information.
- 25.3** The Confidential Information shall remain the exclusive property of the Purchaser.

26. Personal Data Protection

- 26.1** Each Party, in performing its obligations under the Contract and in carrying out the activities referred to in these General Terms and Conditions, shall act, each within its area of responsibility as Data Controller, in accordance with Regulation (EU) 2016/679 (**'Regulation'**) and Leg. Decree 196/2003 et seq. (**'Privacy Code'**), as well as with the applicable data protection regulations.
- 26.2** 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 shall be collected and processed for the purposes of the contracts governed by these General Terms and Conditions of Purchase.
- 26.3** Each Party guarantees, for itself and for its employees, associates and/or anyone else authorised to process personal data, that personal data shall be processed in full compliance with the applicable provisions of the Regulation and the Privacy Code. In particular, each Party undertakes to (i) adopt the appropriate security measures provided for by the Regulation, the Privacy Code and any other applicable Law; (ii) provide adequate information to data subjects, as well as request their free, specific, express and documented consent, if necessary in the cases and under the terms provided for by the Regulation; (iii) process data in compliance with the principles of legality, proportionality and necessity provided for by the Regulation.
- 26.4** If, within the scope of the services under the Contract, one Party processes on behalf of the other Party personal data belonging to the other Party, this Party shall act as Data Processor pursuant to and for the purposes of the Regulation, undertaking as of now to carry out the relevant processing of personal data within the limits imposed by the Regulation and the instructions that will be provided by the Data Controller. The Parties undertake to sign a special agreement on the processing of personal data.

27. Miscellaneous

- 27.1** Each Contract supersedes all previous agreements, oral or written, between the Parties on its subject matter.

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27.2 The nullity, invalidity or ineffectiveness of individual provisions of these General Terms and Conditions of Purchase or of a Contract shall not affect the validity or effectiveness of the other provisions of these General Terms and Conditions of Purchase or of that Contract.

27.3 The Purchaser's failure to enforce, at any time or for any period of time, one or more provisions of the Contract shall not be construed as a waiver of such provisions or of the Purchaser's right to enforce such provisions thereafter.

27.4 Any addition, amendment, termination, notice or communication shall be made in writing and sent by [--] to the following addresses:

27.5 to the Purchaser: --, certified e-mail (PEC) [--], ordinary email [--];

27.6 to the Supplier: postal address and ordinary e-mail address to be communicated to the Supplier pursuant to this Article or, failing that, to one of the addresses indicated on the website or on the Purchaser's letterhead.

28. Applicable Law – Exclusive Jurisdiction

28.1 These General Terms and Conditions of Purchase, Orders and Contracts in general are governed by Italian law, with the express exclusion of conflict of laws.

28.2 Any dispute relating to or connected with the General Terms and Conditions of Purchase, the Orders, the Contracts or their performance shall be:

- (a) devolved to the exclusive jurisdiction of the Court of Gorizia if the Supplier is based in the European Union; or
- (b) decided by a three-member Arbitration Board appointed in accordance with the Rules of the Milan International Chamber of Arbitration if the Supplier is not based in the European Union or China; the arbitration proceedings shall be in English;
- (c) decided by a three-member Arbitration Board appointed in accordance with the Rules of the China International Economic and Trade Arbitration Commission (CIETAC), Hong Kong Arbitration Center if the Supplier is based in the People's Republic of China; the arbitration proceedings shall be in English.

* * *

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

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

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* * *

Pursuant to and for the purposes of Articles 1341 and 1342 of the Civil Code, the Supplier specifically approves in writing the following terms and conditions: Art. 4 (Contract Formation), Art. 5 (Provision of Products and Services), Art. 9 (Delivery - Execution), Art. 11 (Consideration), Art. 13 (Payment), Art. 14 (Supplier's Warranty), Art. 16 (Insurance), Art. 17 (Third Party Rights), Art. 19 (Non-solicitation Clause), Art. 21 (Observance of the Law), Art. 24 (Prohibition of Assignment - Off-setting), Art. 28 (Applicable Law - Exclusive Jurisdiction).

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