

## GENERAL CONDITIONS OF SALES

### 1/DEFINITIONS

For the purpose of this general conditions, the terms in capital letter shall have the meaning defined below, except if otherwise provided for in the Special Conditions:

- **"Acceptance Certificate"** shall mean the written declaration, issued by the Supplier and signed by the Buyer, that the Project has been completed and that the Equipment performs according to the Technical Conditions;
- **"Acceptance Test"** shall mean the testing, conducted by the Supplier in accordance with the Technical Conditions, to determine whether the Equipment, or applicable portion of the Equipment, is in accordance with the acceptance criteria defined in the Technical Conditions.
- **"Annex"** shall mean any annex to the Technical Conditions.
- **"APG"** shall mean the advance payment guarantee, if any, issued by the Supplier's bank according to Supplier's format.
- **"Buyer"** shall mean the person or the company, as indicated in the Special Conditions or in the Offer, buying the Equipment and Services, if any, and being financially liable for the Project.
- **"Contract"** shall mean the entire agreement between the Buyer and the Supplier, incorporating these General Conditions, the Special Conditions, and the Annexes, if any.
- **"Effective Date"** shall mean the date upon which all conditions listed in clause 2.2 hereunder have been fulfilled and the Time Schedule starts to run.
- **"Exhibit"** shall mean any exhibit to the Contract or in the Offer;
- **"Ex-Works Price"** shall mean the Price deducted the costs of transportation of the Equipment and Services, if any.
- **"Equipment"** shall mean machinery, materials, items, and goods of any kind other than Supplier's tools, as defined in the Technical Conditions.
- **"Hardship Event"** shall mean any external hindrances such as interferences generated by the global crisis and the supply chain logistic, the lack of resources and raw materials, and other circumstances which may seriously hinder the production of the Equipment and its delivery and/or Shipment which were not predictable at the Effective Date of the Contract or at the time of acceptance of the Offer
- **"Installation"** means the date of complete set-up of the Equipment at the Site to be conducted by the Supplier after the necessary preconditions have been achieved.
- **"Letter of Credit"** or **"L/C"** means the Letter of Credit issued in favour of the Supplier according to Supplier's format;
- **"Notice of Readiness"** means the Supplier's communication confirming that the Equipment or any portion thereof, is ready for delivery.
- **"Offer"** shall mean the written commercial quotation issued by the Supplier to the Buyer.
- **"Order"** shall mean the written purchase order issued by the Buyer, constituting acceptance of the Offer.
- **"Order Confirmation"** shall mean the acceptance of the Order, as defined above, issued by the Supplier to the Buyer.
- **"Party(ies)"** shall mean the Buyer and/or the Supplier, either individually or collectively.
- **"PBG"** means the performance bank guarantee, if any, issued by the Supplier's bank according to format as per Supplier's format.
- **"Price"** shall mean the sum indicated in the Special Conditions or in the Offer.
- **"Project"** shall mean the Equipment, the Services and the work to be performed by the Supplier under the Contract.
- **"Saleable Production"** shall mean the start of industrial use of the Equipment by the Buyer.
- **"Supplier"** shall mean the company as indicated in the Special Conditions or in the Offer, providing the Equipment and Services, if any.
- **"Services"** shall mean any of the services to be performed by the Supplier, pursuant to the Contract and better depicted in the Technical Conditions.
- **"Shipment"** means the shipment, even partial, of the Equipment from the premises of the Supplier.
- **"Site"** shall mean the place where the Equipment will be installed and where the Acceptance Test will be carried out.
- **"Special Conditions"** shall mean the specific agreement between the Buyer and the Supplier, if any, regulating payment terms and specific details of the scope of supply.
- **"Start-Up"** shall mean the date after the Installation and before the Acceptance Test, when the Equipment is put into operation at the Site and the first sellable bottle has been produced.
- **"Technical Conditions"** shall mean the Supplier's technical specifications and conditions of the Equipment
- **"Time Schedule"** shall mean the Supplier's schedule of works.
- **"WBG"** shall mean the warranty bank guarantee if any, issued by the Supplier's bank according to format as per Supplier's format.

### 2/GENERAL

- 2.1 The General Conditions shall form integral part of the Contract and shall be considered accepted by the Buyer upon signature of the Contract or upon confirmation of the Supplier's offer by e-mail, fax or any other method agreed by the Parties (including the commencement of the activities) and shall prevail over the Buyer's general conditions, if any, whether included or not in the Purchase Order and/or in any other Buyer's document;
- 2.2 The Effective Date shall be the date on which all of the following conditions have been met:
- (i) Signature of the Contract or the Offer by the Parties;
  - (ii) Receipt of the down payment to the Supplier's bank account;
  - (iii) Fulfilment by the Buyer of any other condition as specified in the Special Conditions, if any.
- 2.3 The General Conditions shall govern all quotations, offers, orders, order confirmations, purchase agreements, invoices, sales and contractual relations between the Parties.
- 2.4 No modification to these General Conditions shall be valid unless made in writing by the Parties, either in the Special Conditions or as a separate amendment.

### **3/PAYMENT CONDITIONS AND TAXES**

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- 3.1 The Price is calculated for the fulfilment of the Project in accordance with the Time Schedule. All payments shall be made in accordance with the terms and conditions depicted in the special conditions, if any or in the Offer. In the event that the payment terms require the issuance of letters of credit, bank guarantees or "fidejussioni", stand-by letters of credit, said credit instruments shall be issued in the Supplier's format which is available at Buyer's request for its consultation. The Letters of Credit, Stand-By LCs, bank guarantees or "fidejussioni" issued in favour of the Supplier shall be irrevocable, confirmable (in case of L/C or SBLC) and issued by a first class bank or any other bank acceptable by the Supplier and in any event their text shall be approved by the Supplier. Any financing instrument covering the credit shall, in any event, guarantee all the corresponding payments regulated in the Offer or in the Contract. Any extension of the bank guarantees issued by the Supplier in favour of the Buyer shall be duly motivated by the Buyer and cannot be requested in case of delays not attributable to the Supplier. In case of charge of bank's fees due to an unjustified extension of the bank guarantee validity, for reasons beyond Supplier's responsibility, such costs shall be borne by the Buyer. Failure to comply with the terms of payment as regulated in the Offer, in the Contract or under this General Condition of Sales will represent a Buyer's material breach of Contract.
- 3.2 The Price does not include import duties, taxes, stamps, VAT, sales taxes and/or any other fees, levies or charges of any kind levied in the Buyer's country, resulting from the conclusion or the fulfilment of the Contract (hereinafter collectively referred to as "**Taxes**"); these Taxes shall be borne and paid by the Buyer.
- 3.3 At its own expense, Buyer shall be responsible to:
- (i) Obtain any and all necessary import licenses and any other import authorizations for the Equipment;
  - (ii) Clear the Equipment and related materials through local customs and pay the relevant Taxes.
- Supplier shall use its best efforts in order to assist the Buyer in performing the customs clearance, providing if necessary, copy of the relevant transport documents.
- 3.4 Should the Supplier, its assignees, subcontractors and/or their respective employees be obliged to pay any of such Taxes directly, the Buyer shall reimburse said Taxes in full within thirty (30) calendar days upon presentation of the respective supporting documents.
- 3.5 If any of the above conditions are not applicable according to local applicable law, the Supplier will have the right to increase the Price.
- 3.6 In the event that, due to any change in applicable laws or regulations or the interpretation thereof by any court of law or other governing body having jurisdiction over any of the Parties subsequent to the Effective Date, the performance of any provision of the Contract or any transaction contemplated hereby shall become impracticable or impossible, the Parties hereto shall meet in order to find a feasible solution, provided that if the change in applicable law or regulations or interpretation thereof causes an increment of more than 5% in the raw materials or in the Supplier's costs, the Price shall be adjusted accordingly. In the event that after having met, a feasible solution cannot be found by the Parties, the affected Party may terminate the Contract in accordance with its provisions.

### **4/DELIVERY, TRANSFER OF RISKS AND TRANSFER OF TITLE**

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- 4.1 The Buyer is committed to receive the Equipment accordingly to the agreed Time Schedule, however in the event of Buyer's delay in fulfilling its obligations, the Time Schedule can be extended accordingly by the Supplier. Except in the case of Force Majeure if the Buyer fails to fulfil its obligations within a further period of thirty days, the Supplier shall be entitled, by giving a prior written notice to the Buyer and without any other formality, to terminate the Contract and to withhold any payment received; the Supplier shall furthermore be entitled to claim any suffered damages or losses.
- 4.2 Partial shipments of machine and mold are allowed, and may - at Supplier's discretion - take place as soon as each part is ready
- 4.3 The Buyer shall make available to the Supplier, no later than thirty days prior to scheduled Shipment date, all information necessary to organize the Shipment and a draft of any required documentation; should the Buyer fail in this obligation, the Supplier will be free to follow its standard procedures and exchange of documents. The Supplier

shall be entitled, based on its own logistics and at its discretion, to use other types of shipment of the goods, even partially such as air shipment.

- 4.4 In the event that, for reasons not attributable to the Supplier, the Supplier is impeded in proceeding with the Shipment of the Equipment as per the Contract provisions, it shall be entitled to store the Equipment and issue a warehouse certificate (hereinafter referred to as the "Warehouse Certificate") valid for all contractual purposes. In said event, payment by the Buyer shall be made upon presentation of the Warehouse Certificate along with the relevant Supplier' invoice. After a period of grace of seven days the warehouse costs shall be borne by the Buyer and shall be paid within ten days from Supplier's request.
- 4.5 Unless otherwise provided for in the Special Conditions, the risk on the Equipment shall pass to the Buyer in accordance with applicable ICC Incoterms®2020.
- 4.6 Title on any of the Equipment shall be transferred to the Buyer when the Equipment has been paid in full by the Buyer.
- 4.7 In any event, the Buyer must insure the Equipment for its full replacement value from the time that the Supplier has delivered the Equipment pursuant to the applicable ICC Incoterms®2020 term until actual receipt of the full Price into the Supplier's bank account. The Supplier shall be nominated on the Buyer's insurance policy as an "*Additional Insured Party*".

## **5/VARIATIONS**

- 5.1 Any variation, addition or amendment to the Contract requested by the Buyer shall be agreed in writing by the Parties, referring to the corresponding adjustments of the Price and Time Schedule, and duly signed by their authorized representatives.

## **6/REGULATIONS IN FORCE AND SAFETY RULES**

- 6.1 The Project shall comply with safety rules and regulations in force in the country/ies of the Equipment's construction as specified in the Contract. Requests of adaptation of the Equipment to different or supplementary rules and regulations shall be specifically agreed in writing between the Parties.
- 6.2 The Buyer shall be the sole responsible that the Equipment complies with the rules and regulations in its country or end-user country, as the case may be. The Supplier shall in no circumstances be liable from any consequence deriving from non-compliance of the Equipment with rules and regulations in Buyer's or end-user's country unless otherwise provided for in the Contract.
- 6.3 Each Party shall, with the assistance of the other Party, act in such a way that its employees comply with all administrative requirements such as, but not limited to: visas, medical certificates, entry permits, residence and work permits, in accordance with the applicable laws and regulations in the countries of intervention bearing the relevant costs.
- 6.4 Each Party shall maintain strict discipline and good order among its employees and shall cause them to observe all regulations and safety rules applicable on the relevant premises.  
The Parties shall agree on the working hours and working days of the employees in accordance with the applicable regulations, however the employees shall be allowed to observe their own religious holidays.
- 6.5 In the event of accident or illness of an employee during assignment to the other Party's premises, whether such accident or illness occurs during their assignment or during off-time, the other Party shall ensure that the employee can access the best medical treatment locally available or that the employee can be repatriated as soon as possible according to the medical opinion or at the employee's request. Any cost thus incurred by such Party shall be borne by it.
- 6.6 The Buyer undertakes and agrees to provide on due time, and in any event before the commencement of the services by the Supplier's personnel, all the necessary information related to laws, regulations, internal policy to be followed by the Supplier's personnel on Site as well as any formal communications or request to be provided to local authorities.
- 6.7 The Buyer will also diligently fill the "*Safety Plan*", the "*Checklist On-Site Risk Evaluation*" and any other required documentation provided by the Supplier.
- The above shall be considered a precondition for the correct and punctual performance of the Supplier's obligations.

## **7/SUPPLIER'S OBLIGATIONS**

- 7.1 The Supplier will use its best efforts in order to respect the delivery date indicated in the Time Schedule, which, however, may be subject to postponement due to Hardship Event. As a consequence of the above, the Supplier shall not be liable for any costs, damages, losses and/or claims deriving from the delays in the delivery date which are attributable to said Hardship Event; 7.2 The Supplier shall be responsible for the fulfilment of the Project in accordance with the Contract and shall perform all tasks under its responsibility according to the Special Conditions or the Offer, as the case may be, and Technical Conditions.
- 7.3 Any other task which is not expressly assigned to the Supplier as per the Special Conditions or the Offer, as the case may be, and Technical Conditions, shall be considered a Buyer's responsibility.

## **8/BUYER'S OBLIGATIONS**

8.1 In addition to other obligations contained in the Special Conditions and Technical Conditions, the Buyer shall be expressly responsible to perform the following obligations:

- (i) prepare the Site in accordance with the Time Schedule and the Technical Conditions, perform all environmental duties; works of civil engineering; foundations; structures; ensure compliance with the environmental specifications as specified in the Technical Conditions or required by applicable laws and regulations;
- (ii) make available on Site all supplies such as: electricity, water, gas, air and other services required to perform the contractual obligations whether or not specified in the Contract or otherwise;
- (iii) ensure and continually maintain, for the Supplier's benefit, all rights of access to the Site including roads; right of passage on third parties' property; all building and other permits; consents; way leaves and approvals, as may be necessary under local laws or regulations for the fulfilment of the Contract;
- (iv) operate, for the fulfilment of the Contract and at Supplier's request, any suitable lifting equipment belonging to the Buyer that may be available on Site and with the characteristics given in the Technical Conditions;
- (v) carry out the customs clearance and transportation to Site, obtain import permits and licenses required for any part of the Project, in accordance with the Time Schedule;
- (vi) clear and/or regularly remove, during the Contract fulfilment, all waste and provide Supplier with a space on Site to stock the output of testing production and materials necessary to carry out the Project.

## **9/SUPPLIER'S REMEDY**

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9.1 Failure by the Buyer to perform any obligation provided for in the Contract, shall entitle the Supplier to suspend the fulfilment of any of its obligations under this Contract and any other contract in place with the Buyer.

In this event, the Supplier shall be expressly entitled to impede further use of the Equipment by remote using the software and any other means legally allowed.

9.2 Any additional costs reasonably incurred by the Supplier as a consequence of clause 9.1 above, shall be borne by the Buyer. The Time Schedule of the Project will be extended for a period not less than the actual duration of the suspension plus a reasonable restarting period.

9.3 Any delayed payment shall automatically bear interest at a rate of 3 months EURIBOR plus a spread of 7% p.a., or any other amount agreed upon in the Special Conditions or in the Offer. Negative EURIBOR shall be read as zero. If the indicated interest rate shall be contrary to the law of Supplier's country, said interest rate shall be automatically reduced up to the maximum amount allowed in accordance with the applicable law.

## **10/NON-SOLICITATION**

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10.1 Buyer acknowledges that it will not either directly or indirectly, alone or in conjunction with any other affiliate, party and/or entity, recruit, induce or solicit to become employed by Buyer or affiliated company, any employee or independent contractor of the Supplier and of whom Buyer became aware by virtue of its relation with the Supplier.

10.2 In the event of Buyer's breach or threatened breach of any of the provisions of this human capital solicitation, the Parties agree that such a breach would irreparably injure Supplier and would leave Supplier with no adequate remedy at law because the services to be rendered by Supplier human capital under this Contract are of a unique, unusual and special nature and of a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in any action at law.

10.3 If the legal proceedings are brought by Supplier against Buyer to enforce any of the provisions of this human capital condition, Supplier is entitled to all available legal remedies including, without limitation:

- (i) preliminary and permanent injunctive relief restraining Buyer from violating, directly or indirectly, either on its own account, or as a partner, joint venturer, agent, contractor, officer, director, shareholder, or otherwise, any of the provisions of this clause;
- (ii) award of damages including attorneys' fees; costs and expenses of investigation and litigation, including expert witness fees, deposition costs (appearance fees and transcription charges), injunction bond premiums, travel and lodging expenses, and all other reasonable cost and expenses;

10.4 Nothing in the Contract shall however be construed as prohibiting Supplier from pursuing any and all legal or equitable remedies available to it for any breach or threatened breach of any of the provisions of this Contract. The existence of any claim, demand or cause of action, whether predicated on this Contract or otherwise, shall not constitute a defence to Supplier's enforcement of this Contract.

## **11/ INSTALLATION, COMMISSIONING AND ACCEPTANCE OF THE EQUIPMENT**

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11.1 Without prejudice to any provisions relating to the installation, commissioning and testing of the Plant referred to in Technical Conditions, when those activities are interrupted, delayed or protracted beyond the Time Schedule of the Project, for reasons not attributable to the Supplier, or the Buyer has requested coordination in different times and ways than originally expected, the Supplier shall be entitled to an extension of the Time Schedule and to the reimbursement of additional costs incurred and to be incurred.

11.2 The Supplier shall notify the Buyer of its claims, in writing, within a reasonable period of time. The activities leftover will be rescheduled according to the availability of Supplier's technicians, and to respect the payment of these costs by the Buyer.

- 11.3 In this context, the Buyer will be obligated to pay all contractual amounts due to the Contract scheduled events, as if they had occurred.

## **12/WARRANTY**

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- 12.1 The Supplier warrants to the Buyer that the Equipment has been manufactured to satisfy the Technical Conditions, using materials conforming to the regulations in force in the country of manufacture.
- 12.2 The Supplier will remedy at its own cost any defect of the Equipment attributable to defective material and workmanship.  
The Supplier will remedy at its own cost any defect of the Equipment attributable to defective material and workmanship. The Supplier shall not be liable for any other goods and/or material provided by the Buyer and/or other sellers, except for the Supplier's subcontractors. For the avoidance of any doubt, the Supplier shall be liable solely for the Equipment depicted in the Technical Conditions.
- 12.3 The Buyer must inform the Supplier in writing immediately (in any event no later than 24 hours from the discovery of the fault or defect) when an operating fault occurs and the Buyer must act in order not to worsen said fault before the Supplier can intervene.
- 12.4 The above warranties shall not apply to defects or damages arising from any of the following reasons:
- (i) Improper use, poor maintenance, alteration made without the written consent of the Supplier, repairs incorrectly carried out by the Buyer, usage not in compliance with the operating manual, faulty replacement materials, use of third party materials (except moulds owned by third parties and already fully tested by the Supplier to ascertain their compatibility with the system), normal wear and tear and consumables;
  - (ii) Claims or damages resulting from Buyer's negligence or wilful misconduct; non-compliance with applicable laws, regulations, codes or by-laws, and standard industry practices;
  - (iii) Exposure to conditions outside the range of the environmental specifications or chemical, electronic, electrical influences which were not considered in the Technical Conditions.
  - (iv) Use of the Equipment not in compliance with the Technical Conditions or in any way not in compliance with the Supplier's instructions.
- 12.5 The warranty does not cover:
- (i) Filter elements, fuses, lubricants and consumables in general;
  - (ii) Parts subject to ordinary or programmed maintenance;
  - (iii) Electrical components that may suffer damages by power fluctuations and interruptions beyond the Supplier's control;
  - (iv) Damages due to use of non-original Supplier's spare parts.
- 12.6 The above warranty shall constitute the sole Buyer's remedy against any fault and/or defect in the Equipment; the warranties described in this paragraph are in lieu of all other warranties, express or implied. The implied warranties of saleability and fitness for a particular purpose and all other warranties, representations and conditions, express or implied by statute, trade usage or otherwise are expressly excluded and shall not apply to the Equipment.
- 12.7 The Supplier will inform the Buyer whether to return or dispose the faulty parts replaced under warranty; if Supplier requires the return of said faulty parts, the Supplier shall bear the related shipping costs. The Supplier reserves the right use the most appropriate method of shipment of all replacement parts under warranty.
- 12.8 In case the delivery of the Equipment is postponed due to a specific request of the Buyer, or in any case, due to reasons not attributable to the Supplier's, any Warranty Period calculated from the Shipment shall lapse from the Supplier's Notice of Readiness of the Equipment.

## **13/LIMITATION OF LIABILITY**

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- 13.1 Any and all events of contractual breach and the relevant consequences, as well as all rights and claims on the part of the Buyer, irrespective of the grounds they are based on, are exhaustively covered by the Contract. The Supplier shall not be liable for Liquidated Damages, costs, damages, losses or any expenditure deriving from Force Majeure or Hardship Event.
- 13.2 The Buyer assumes all risks and liabilities for the operation and use of the Equipment after the Start-Up, therefore the Buyer agrees to relieve and keep the Supplier and its employees, agents and/or collaborators, harmless from any and all claims and costs arising from the Equipment operation or use, except to the extent caused by Equipment faults attributable to the Supplier;
- 13.3 Except in the event of grossful negligence or wilful misconduct, Supplier's overall liability, including award of damages, levy of liquidated damages, indemnity, rejection and termination of the Contract, if any, for any cause whatsoever cannot exceed the aggregate amount of five percent 5% of the EXW Price.
- 13.4 Except in the event of grossful negligence or wilful misconduct, the Supplier shall under no circumstances be liable for any indirect, immaterial, incidental, special, exemplary, punitive, or consequential losses or damages whatsoever.
- 13.5 Except in the event of grossful negligence or wilful misconduct, the Supplier shall not be liable for loss of production, loss of use, loss of anticipated revenues or profit, or any other financial or economic loss, even whether the above-mentioned losses are qualified as direct damages.
- 13.6 In any event, the Buyer shall use all reasonable efforts and shall take all reasonable steps in order to mitigate any loss or damage incurred.



#### **14/INTELLECTUAL PROPERTY**

- 14.1 The copyrights, patents, patent applications and any other intellectual property rights (hereinafter also jointly referred to as the **"Intellectual Property Rights"**) of any documents, components and software embedded in, or delivered with, the Equipment, shall remain the exclusive property of the Supplier.  
The Contract does not provide any transfer of the Intellectual Property Rights from the Supplier to the Buyer
- 14.2 The Supplier grants the Buyer, the limited, non-exclusive, non-transferable right to use the intellectual Property Rights solely for the operation and maintenance of the Equipment sold by the Supplier. No other rights, express or implied, in connection with such Intellectual Property Rights are granted.  
The Buyer undertakes not to manufacture or have any third party manufacture equipment, spare parts, or components of Equipment that are the subject of Intellectual Property Rights.
- 14.3 The Supplier shall not provide any source code to the Buyer. Furthermore, Buyer shall make neither de-compilation of the software supplied by the Supplier, nor copy thereof, nor any modification without express agreement from the Supplier. Documents may only be copied for record purposes or strictly operational purposes. Any and all such copies shall contain the same Ownership and Confidential notices and legends which appear on the original documentation. The Supplier's name and its logo are protected by trademarks and shall not be used for advertising or other purpose without prior written agreement by the Supplier.
- 14.4 The Supplier represents that, to the best of its knowledge, the Equipment does not infringe any industrial or intellectual property rights of third parties (hereafter also referred to as **"Third Party Rights"**).  
The Supplier shall have no obligations hereunder with respect to infringements caused by:  
(i) use of the Equipment in a manner, for purpose, or in a foreign country not agreed to in writing by the Supplier;  
(ii) the modification of the Equipment without the Supplier's prior written consent.
- 14.5 The Buyer shall forthwith indemnify and hold harmless the Supplier from and against any claim whatsoever made by third parties in connection with or arising out of infringement or alleged infringement of trade marks, patent rights, inventions and any other such industrial/intellectual property rights when such infringements or alleged infringements are due to or are a consequence of any unauthorised use by the Buyer of the licensed information or licensed trademark or Supplier know-how.

#### **15/ASSIGNMENT AND SUBCONTRACTING**

- 15.1 The Supplier and the Buyer shall be entitled to assign any or all of their rights and obligations under this Contract to any third party, provided that the assigned Party consents in writing to such assignment.
- 15.2 The Supplier shall be entitled to subcontract any or all of its rights and obligations under this Contract, including but not limited to the local portion of the Contract to any third party provided that the Supplier shall remain responsible for its obligations under this Contract.

#### **16/VALIDITY AND TERMINATION**

- 16.1 This Contract shall remain in force from the Effective Date until the completion of the corresponding obligations by each Party and it may be terminated, prior to the natural expiration, as follows:  
(i) mutually, by Supplier and Buyer, upon execution of a signed document attesting the mutual termination of the Contract;  
(ii) unilaterally, by one of the Parties, indicating the intention to unilaterally terminate the Contract, in case of bankruptcy (or similar proceedings) or dissolution (whether the dissolution is voluntary or is the result of an act of government) of the other Party to the Contract;  
(i) According to other specific clauses defined in the Contract.
- 16.2 In the event that the Supplier is in breach of its material obligations, the Buyer shall be entitled to terminate the Contract, after having given a thirty (30) days prior written notice requesting to cure or commence to cure such default and the Supplier has not commence to cure said default within said time period.  
In the event of under-efficiency of the Equipment, the Buyer shall be only entitled for the corresponding liquidated damages provided that, in the event that no liquidated damages for under-efficiency have been agreed or specified, the Supplier shall be entitled to perform all make-good actions in order to fulfil its duties. The Supplier's overall liability shall be limited to the percentage defined under clause 13 of the General Conditions.
- 16.3 The Supplier shall be entitled to terminate the Contract in whole or in part by means of a written termination notice in any of the following cases:  
(i) The Buyer has failed to perform a material obligation under the Contract within a reasonable period - being not less than thirty (30) days - after having been served a default notice by the Supplier;  
(ii) The Buyer becomes bankrupt or insolvent, enters into liquidation or any act is done or event occurs that under applicable law has a similar effect to the above mentioned events or acts, and the Buyer fails to provide (or maintain), upon Supplier's request, an adequate security (e.g. bank guarantee) for the fulfilment of its obligations under the Contract.
- In any such event, in addition to the award of damages, the Supplier shall be entitled to retain and/or receive payment for the documented costs and expenses incurred by the Supplier in performing the Contract prior to termination (including but not limited to engineering, services, all costs deriving from the execution and/or

termination of any sub-contract/purchase order issued by the Supplier prior to the date of termination) plus any incurred overhead and administrative expenses directly arising from the Contract.  
Upon termination of the Contract, Supplier's obligations under the Contract shall cease and Buyer shall pay the Supplier the balance of any and all payments due to Supplier for Equipment delivered and Services provided up to the date of termination.

## **17/MISCELLANEA**

- 17.1 The Parties are independent contractors, and nothing in the Contract shall operate or be construed to constitute either Party as the agent, partner or representative of the other Party, nor permit either Party to oblige or bind the other Party with respect to third parties.
- 17.2 Should a provision of this Contract become unenforceable or invalid under the laws of any country having jurisdiction over the subject matter involved, such provision will be considered as having been severed from the Contract and will have no further force or effect. In such event, the Parties hereto shall endeavour to substitute forthwith such other enforceable provision as will most closely restore the legal and economic balance of the Contract as initially agreed between the Parties.
- 17.3 If the Contract is written in any or more languages, the English version shall prevail in the event of discrepancies or ambiguities.
- 17.4 None of the terms or conditions of this Contract shall be deemed to have been waived by any Party unless such waiver is set forth in a written instrument properly signed by such Party.
- 17.5 Should the suspension of the Contract for reasons attributable to Buyer continue for more than three (3) months, then the Supplier shall be entitled, by giving a prior written notice to the Buyer and without requiring the consent of any court or arbitration panel, to terminate the Contract and to recover from the Buyer all damages and costs suffered.
- 17.6 No exception, save that of nullity, possibility of annulment, or rescission of the contract, can be posed by the Buyer with the purpose of delaying or avoiding payment.
- 17.7 The Contract sets forth all rights and obligations agreed upon between the Parties and supersedes any and all previous agreements and understandings, whether written or oral, between them with respect to the subject matter hereof.
- 17.8 The Buyer expressly agrees and undertakes to have received, read and accepted the General Conditions, which forms integral part of the Contract also accessible on Supplier's website.

## **18/FORCE MAJEURE**

- 18.1 If at any time during the term of this Contract, the performance, wholly or in part by either Party of its obligations under the Contract, is delayed and/or interrupted by reason of governmental action, hostilities, war, whether declared or not, acts of a public enemy or terrorism, civil commotion and any imminent threat of the preceding, sabotage, fire, flood, explosion, epidemics, Acts of God, strike, disturbance in supplies from normally reliable sources, any other event beyond the reasonable control of the concerned Party or any unforeseeable evolution of the above depicted event already into force at the signing date of the Contract (hereinafter collectively referred to as a "**Force Majeure Event**"):
  - (i) notice of the occurrence of such Force Majeure Event shall then be promptly given by the affected Party to the other Party;
  - (ii) neither Party shall, by reason of such Force Majeure Event, be entitled to terminate the Contract nor shall either Party have the right to claim for damages against the other Party in respect of such non-performance, under-performance or delayed performance.
 Fulfilment of this Contract shall resume as soon as practical, after the end of such Force Majeure Event.
- 18.2 If fulfilment, wholly or in part, of any substantial obligation under the Contract is delayed for reason of Force Majeure Event for a period exceeding three (3) months, the Parties shall, in good faith, meet and review the possibility to terminate or continue the Contract.  
Neither Party shall be entitled to damages resulting from such termination provided that the Supplier shall be entitled to withhold any payment already made under the Contract for documented costs and expenses incurred up to the termination date.

## **19/APPLICABLE LAW AND DISPUTE RESOLUTION**

- 19.1 The Contract shall be governed by and construed in accordance with the Italian substantive law without regard to its conflict of laws provisions.
- 19.2 The Parties will attempt to settle any claim or controversy, arising out of or relating to this Contract, through consultation and negotiation in good faith and with spirit of mutual co-operation.  
If the controversy persists, with the only exception of overdue credit collection disputes as set forth below in this clause, the dispute shall be finally settled under the Rules of the Chamber of Arbitration of Milan by three arbitrators appointed in accordance with the said Rules unless the Parties agree on the choice of one arbitrator. The arbitration will take place in Milan, Italy; the language of the arbitration will be the English language.

- 19.3 Notwithstanding anything to the contrary contained in this Contract, the Supplier may, in its sole discretion, elect to institute an action or proceeding to collect monies owed to it by the Buyer in such manner and before any venue which is competent in accordance with the Supplier's country procedural law, which the Supplier deems appropriate, without having to comply with the provisions of this clause 18 relating to the mandatory submission of disputes to arbitration.

## 20/CONFIDENTIALITY

- 20.1 For the purposes of the Contract, the term “**Confidential Information**” shall mean all information in whatever form, tangible or intangible, including but not limited to all technical and/or financial information, documentation, software embedded in the Equipment, drawings, developments or improvements or processes, design, know-how and other unpublished information obtained by either Party (hereinafter also referred to as the “**Receiving Party**”) from the other Party (hereinafter also referred to as the “**Disclosing Party**”).
- 20.2 Any and all Confidential Information shall remain the exclusive property of the Disclosing Party and Receiving Party. Without prior written consent from the Disclosing Party, the Receiving Party shall neither disclose Confidential Information to a third party, nor use it for any purpose other than as required for the implementation of the Contract or the exercise of their rights hereunder.
- 20.3 The Receiving Party shall take such steps as may be reasonably necessary, and in any case at least the same care as to protect its own Confidential Information, in order to prevent the disclosure of any Confidential Information to others, except to those of their employees, suppliers or subcontractors who are required to know such Confidential Information for the purpose of performing the Project and/or because they are directly responsible for the said tasks.  
The Receiving Party shall ensure that its employees, suppliers or subcontractors mentioned above comply with said obligations.
- 20.4 Except to comply with applicable laws and regulations or as otherwise agreed upon by the Parties in writing, the Parties agree to keep the content of the Contract strictly Confidential.  
Notwithstanding the foregoing, the above obligations shall not be binding on the Receiving Party with respect to any Confidential Information which:
- (i) is lawfully and demonstrably known to the Receiving Party prior to the time of disclosure;
  - (ii) is in the public domain or subsequently comes into the public domain, through no fault of the Receiving Party;
  - (iii) is received lawfully from a third party, who has not obtained such Confidential Information directly or indirectly from the Disclosing Party under an obligation to keep it Confidential;
  - (iv) is developed by the Receiving Party wholly independently as a result of its own efforts and without knowledge of the Confidential Information;
  - (v) is required to be disclosed by applicable law or governmental regulation or by any competent institution or authority, provided that the Receiving Party shall notify the Disclosing Party of the Information to be disclosed (and of the circumstances in which the disclosure is required) as early as reasonably possible before such disclosure.
- 20.5 The Parties acknowledge that no representation or warranty, express or implied, is made by the Parties hereto with respect to the truth, accuracy, completeness or reasonableness of Confidential Information exchanged.  
In the event that this Contract is terminated for any reason whatsoever all such information deemed as Confidential Information or concerning prices and costs, that has not at that time entered the public domain, shall be returned to the owner Party immediately by the user Party, subcontractors and/or suppliers.  
The obligation imposed on each Party or on subcontractors and/or suppliers under this clause shall apply during the term of this Contract and shall survive its expiration or termination for a period of five (5) years.

## 21/DATA PROTECTION

- 21.1 The Parties hereby undertakes, agree and confirm that all the personal data, if any, will be processed and used solely for the execution of the Contract and in compliance with the relevant data protection legislation and specifically in accordance with the Italian legislative Decree n. 196/2003, as amended by the Italian Legislative Decree n. 101/2018 and the European Union Regulation n. 2016/679 – GDPR (said legislation hereinafter jointly referred to as “**Data Regulation**”). The Buyer can consult the Data Privacy Policy on Sipa's webpage <https://www.sipasolutions.com/en/privacy-policy>
- 21.2 The Parties specifically declare to have read provisions of Article 13 of the European Union Regulation n. 2016/679. The Buyer undertakes to have read, accepted and comply with the content of the Supplier's “Information for the processing of Personal Data”. The Buyer undertakes and agrees, on behalf of the Supplier, to provide said information to any of its personnel which data are required to be processed in order to execute the Contract by the Supplier. Any personal data shall be retained by the Supplier only while necessary to fulfil the Contract obligations. Any personal data shall be deleted once the legitimate purpose for which it was collected has been fulfilled.
- 21.3 The Buyer undertakes and agrees to have read, understood and accepted the content of the SIPA's “*Code of Ethics*” and the “*Organization, Management & Control Model*” and its updated versions (hereinafter jointly referred to as the “**Model 231**”), which are published on the Supplier's webpage <https://www.sipa.it/it/chi-siamo>.



- 21.4 The Buyer acknowledges and agrees to comply in full with the Model 231 provisions. Any Buyer's non-fulfilment to comply with said provisions shall constitute a substantial breach of the Contract entitling the Supplier to immediately terminating it by giving a prior written notice.

## **22 /EXPORT CONTROL**

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- 22.1 The Buyer undertakes and agrees that no Equipment supplied by the Supplier will not be sold, transferred or exported or re-exported, directly or indirectly by the Buyer, to any embargoed country or to any person, entity or body if prohibited to do so as a consequence of economic or financial sanctions or trade embargoes imposed or enforced by the European Union, the United Nations and/or any other body having authority power over the Supplier. The Buyer declares that the Equipment will be used only for permitted purposes and that no other use will be effected.
- 22.2 The Supplier reserves the right to withdraw from any Offer or Contract, without liability whatsoever, in the event that the Buyer is non-conforming with the above provision or with any other applicable export control law and regulations in force during the validity of the contractual relationship and the Buyer will indemnify and hold harmless the Supplier from any corresponding legal consequences deriving from said breach.
- 22.3 The Buyer will use its best efforts to assist the Supplier in providing all request information to the extent necessary in order to verify the compliance with the export control law and/or regulations.
- 22.4 Without prejudice to the provisions of the Offer or Contract, the Buyer is in any event prohibited from exporting to (i) the Russian Federation or for use in the Russian Federation and (ii) to Belarus or for use in Belarus any goods supplied under or in connection with this Agreement that fall under the scope of Article 12 (g) of Council Regulation (EU) No 833/2014 and Article 8 (g) of Council Regulation (EU) No 765/2006 (hereinafter the "Affected Goods"). The Buyer hereby undertakes and warrants that it will comply with any subsequent amendments to the aforementioned Regulation and with any laws, regulations and/or other provisions in force in the European Union, the United Kingdom and the United States of America relating to prohibitions and/or restrictive measures concerning the Russian Federation and/or Belarus. The Buyer acknowledges that the Supplier shall notify the competent authorities in which the Supplier is established if it becomes aware of any infringement or potential infringement. Buyer shall promptly, and in any event no later than 2 weeks after becoming aware of the violation, notify Supplier. The Buyer shall provide all relevant information to protect the Supplier's interests and undertakes to be available to assist the competent authorities in combating the violation and/or sanctioning the guilty parties. The Parties agree that the Supplier shall have the right to terminate with immediate effect any contractual relationship and/or each order in the event of breach of the provisions set forth in this paragraph, which shall be deemed and considered as a serious breach of contract. In that event the Supplier shall be entitled, at its sole discretion, to claim the payment of a penalty equal to the greater of (i) 30% of the turnover achieved between the Parties in relation to the sale or supply of the goods in the 12 (twelve) months prior to the termination of the contractual relationship and/or (ii) the sale price of the Affected Goods purchased by the Buyer. This shall be without prejudice to the Supplier's right to claim compensation for any greater damage suffered and to any other remedy provided by law and/or provided for in the Contract.