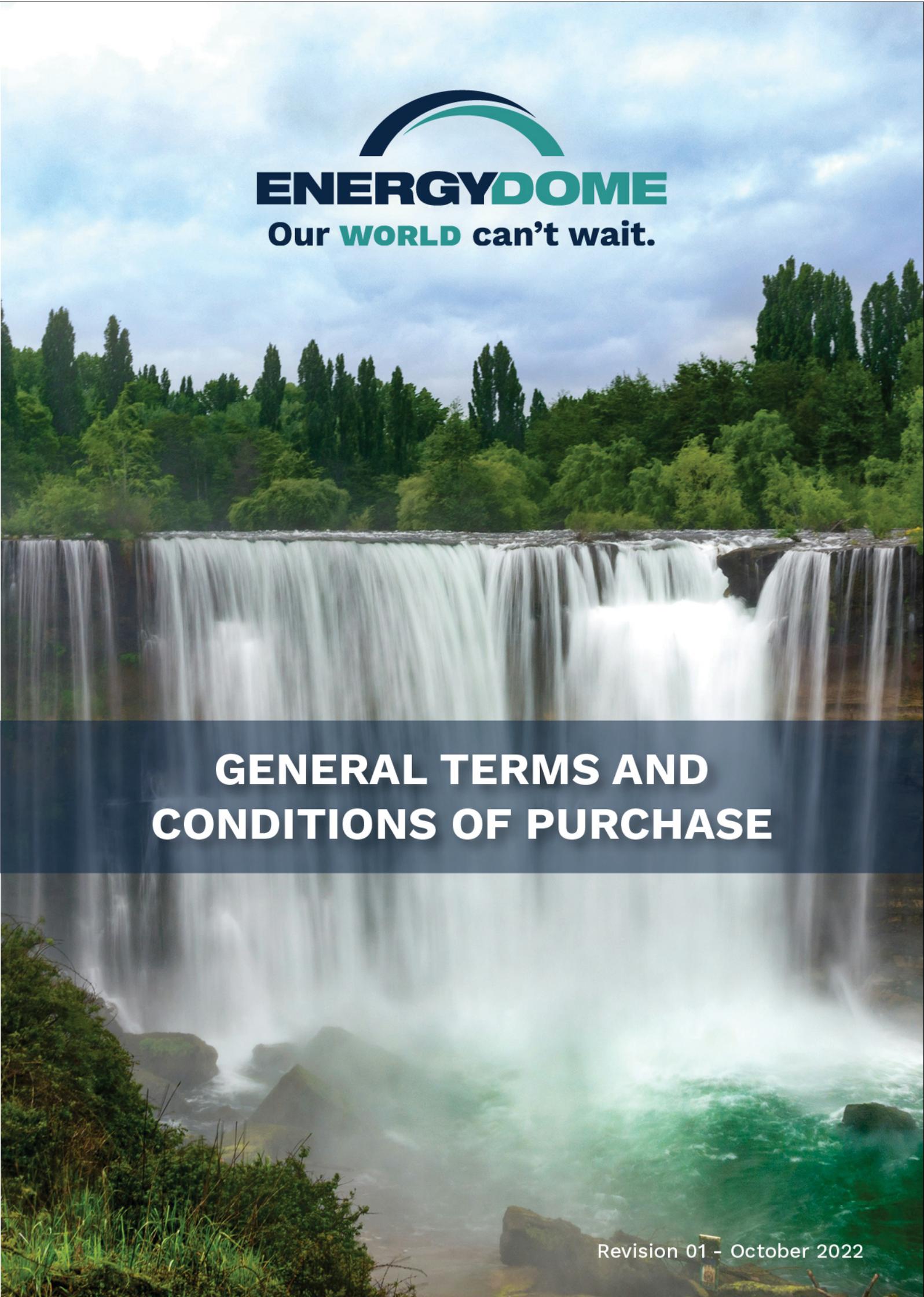




**ENERGYDOME**

Our **WORLD** can't wait.

A wide, multi-tiered waterfall cascading over rocks, surrounded by lush green trees and a cloudy sky. The water is white and frothy as it falls, creating a misty atmosphere. The background is filled with tall, thin trees and a dense forest. The sky is overcast with grey clouds.

**GENERAL TERMS AND  
CONDITIONS OF PURCHASE**

Revision 01 - October 2022

## GENERAL TERMS AND CONDITIONS OF PURCHASE

Revision 01 - October 2022

### 1. Preamble

1.1 These General Terms and Conditions of Purchase (“**T&C**”) shall apply to any delivery of Goods in accordance with a separate purchase agreement (a “**Purchase Agreement**”) between Energy Dome S.p.A. (the “**Purchaser**” or “**Contractor**”) and the Supplier of the Goods (the “**Supplier**”) and shall further apply to any purchase order of Goods (a “**Purchase Order**”) pursuant to a Purchase Agreement or on a standalone basis unless it has been otherwise agreed by the parties in writing. Any Purchase Agreement or Purchase Order (including these T&C) relating to the Goods is hereinafter referred to as the “**Agreement**”.

1.2 In the case of any conflicts or inconsistencies, the documents comprising the Agreement shall be construed in the following order of precedence, with the most prevalent document appearing first: the Purchase Order, the Purchase Agreement (if applicable), and these T&C. The Agreement contains the entire agreement of the parties and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter of the Agreement. Any terms and conditions proposed by the Supplier shall only apply in so far as they are expressly accepted in writing by the Purchaser and in the case of any conflicts or inconsistencies between any terms and conditions proposed by the Supplier and this Agreement, this Agreement will be prevalent.

### 2. Definitions

2.1 In addition to other defined terms herein, the following capitalized terms and expressions shall have the following meaning when used in these T&Cs and in any Purchase Order:

- (a) **Affiliate(s)**: means, with respect to a party, any entity which is controlling, controlled by, or under common control with such party, where control shall mean the control of at least 50 percent of the voting shares or other equity interest in the relevant entity.
- (b) **Cancellation Curve**: means the percentage of the Purchase Order’s related item value due by the Purchaser to the Supplier in a specific moment after the Purchase Order acceptance in case of cancellation of the related Purchase Order item by the Purchaser. The Cancellation Curve related to each Purchase Order (if present) is in the Purchase Order.
- (c) **Commissioning**: means starting-up, adjustment, tuning, initial operation, and full functional testing of the Equipment or the relevant part thereof, to be carried out on-site, following the equipment installation and integration into the plant.
- (d) **Confidential Information**: means any information or material, whether of a commercial or technical nature, disclosed to the Supplier by or for the Purchaser or any of its Affiliates in relation to the Agreement, whether or not explicitly identified as confidential upon disclosure, unless such information is already in the public domain or

was received by the Supplier from an unrestricted source, as evidenced by written records. Confidential Information shall also include any information about the existence of the Agreement.

- (e) **Defect**: means any deficiency in design, material, or workmanship, any shortcomings and deviations between the delivered Goods and the Goods as specified in the Agreement; any failure of the Goods to conform and perform (or otherwise meet) with any requirement or warranty set forth in the Agreement, or with any applicable law or any generally accepted industry standards.
- (f) **Equipment**: means the equipment as specified in the Purchase Order and/or the Technical Documents attached, and any additional products/equipment/items or spare parts agreed in writing in the Purchase Order or its Appendices.
- (g) **Factory Acceptance Test Certificate**: means the document attesting the positive preliminary test at Supplier premises.
- (h) **Force Majeure**: means all events which are beyond the control of the parties and which are unforeseeable and unavoidable and/or insurmountable and which were not known at the acceptance of an Agreement and which prevent total or partial performance by either party. Force Majeure shall include explosions, shipwrecks, natural disasters, fires, floods, wars, riots, and insurrection. Strikes, lock-outs, or other industrial action or disputes solely related to the Supplier and/ or its subcontractor(s) or agent(s), circumstances that make the performance more onerous, or Covid-19’s pandemic shall not be deemed as events of Force Majeure.
- (i) **Goods**: means any and all goods, components, equipment, parts, prototypes, tools, materials, chemical products, drawings, documents, packaging and consumables, software (delivered in Goods or separately), and related works or services, produced, sold or delivered by the Supplier under these T&C and any Purchase Order.
- (j) **Intellectual Property Rights**: means any rights in patent, utility model, design, copyright, trademark, trade name, and other intangible rights, including rights to know-how and applications to register any of the foregoing as well as all rights affording similar protection anywhere in the world.
- (k) **Performance Criteria**: means any agreed level(s) of performance or other specific functions (if applicable) stipulated in the Technical Specification or as otherwise expressly agreed in writing between the Parties.
- (l) **Performance Test** (where applicable): means the performance test(s) specified in the Technical Specification in Appendix;
- (m) **Price**: means the full amount of the Purchase Order.
- (n) **Punch List**: list of minor pending points, related to the scope of supply and the item list of remedying or corrective works to be carried out by the Supplier for the acceptance of the supply.
- (o) **Services**: means Supervision of Installation,

Commissioning (as defined in this T&C), or other services as specified in the Purchase Order or in the Technical documents in Appendices, and any additional services agreed in writing.

- (p) **Site Acceptance Tests** - the tests to be carried out on Site to demonstrate that the System is capable of achieving the functions set out in the Technical documents, including, if provided in the Agreement, the Performance Tests.
- (q) **Site Acceptance Tests Certificate:** means the document attesting to the Site acceptance test completion. The Site Acceptance Test certificate may record that the equipment has passed the Site Acceptance Tests but is subject to reservations related to minor defects (punch list), which defects will be rectified by the Supplier promptly and in the timing defined in the Agreement.
- (r) **Supervision of Installation:** means the Supplier's supervision of the Purchaser's installation of the Equipment.
- (s) **Systematic Defect:** means a Defect which occurs in more than two (2) percent of the same or similar Goods (i) delivered under the Agreement or (ii) originating from a specific production batch.
- (t) **Take-over** means the point at which the Commissioning and SAT have been successfully performed (i.e. the Equipment complies with the Agreement), the punch list has been successfully closed and the other conditions provided in the Agreement are reached, so the equipment can be accepted.
- (u) **Take Over Certificate:** means the certificate signed by both Parties upon completion of Take-Over.
- (v) **Technical Documents:** means all technical documents related to the Goods that are attached to the Purchase Order and/or to the Agreement.
- (w) **Termination Fee:** means the only payment due by the Purchaser to the Supplier in case of cancellation of a Purchase Order by the Purchaser pursuant to clause 5.7.

### 3. Scope of Agreement

3.1 The scope is described in the Agreement and its attachments and comprises the Supplier's manufacture, assembly, testing, supply, and delivery of the Goods to the agreed place of delivery (including the rendering of related services), as well as all responsibilities and obligations specified in or implied by the Agreement.

The scope also includes all goods, assets, and services that are technically required to fully comply with industrial standards, expert opinion, and/or other relevant provisions even though these goods, assets, and services might not have been explicitly mentioned in the Agreement.

3.2 Furthermore, the scope of the Agreement shall include providing the Purchaser, without additional charge and in such form and format as requested by the Purchaser, with all relevant information on the manufacturing and materials of the Goods, including licenses, permits, certificates, notifications, pack list, marking of Goods and declarations of use of restricted

chemicals in packaging material or production (if any).

- 3.3 The Supplier shall also provide, without additional charge, appropriate certificates, or corresponding documentation, verifying compliance with the Agreement and all relevant laws and regulations, also related to the final destination of the Goods, including testing certificates regarding scope and results and product certificates (e.g. country of origin, export classification, dual-use certificate, etc..).

### 4. Purchase order

- 4.1 When desiring to purchase Goods, the Purchaser shall issue to the Supplier a written Purchase Order.
- 4.2 The Purchase Order shall be confirmed by the Supplier or denied in writing within five (5) days from receipt. If a Purchase Order has not been confirmed or denied within such time, the Purchase Order shall be considered confirmed by the Supplier. The Supplier shall not without good cause deny a Purchase Order.
- 4.3 The Purchaser shall not be bound by a Purchase Order, if the Supplier's order confirmation contains changes from the Purchase Order issued by the Purchaser unless expressly accepted by the Purchaser in writing.
- 4.4 It is acknowledged that any forecast issued by the Purchaser is not legally binding but issued for planning purposes only.

### 5. Suspension and change of order - Cancellation of order

- 5.1 The Purchaser reserves the right (without any compensation to the Supplier) to postpone the date stipulated in a Purchase Order for the delivery of all or some of the ordered Goods (suspension). The Purchaser shall at any time have the right to instruct the Supplier to suspend its activities in relation to the Purchase Agreement and/or each Purchase Order, in whole or in part, for convenience or for any reasons, such as but not limited to arising of obstacles to the normal performance of the Agreement.
- 5.2 Where suspension is for a duration no greater than one hundred twenty (120) days, the Supplier will not be entitled to claim any reimbursement or compensations for additional costs (including storage costs) or damages; the period for performance of the supply shall be extended by the aggregate period of the suspensions.
- 5.3 Should the Purchaser order suspensions exceeding in aggregate one hundred twenty (120) days, the Supplier shall be entitled to receive reimbursement of the documented costs incurred by the Supplier to store the supply from the 120th day of the suspension to the end of the suspension period, provided however that the Supplier shall take all reasonable steps to mitigate such additional costs. In no case, the Supplier shall be authorized to claim compensation for loss or prospective profits or damages caused by such suspension or withdrawals of suspension.
- 5.4 The period of execution of the supply will be extended for the overall period of the suspensions or for such different period, agreed between the Parties, as required to reasonably take into

account the effects of the suspension, but not more than ten (10) days in addition to the overall period of the suspensions.

- 5.5 In the case the Suspension instructed by the Purchaser lasts for more than three hundred sixty (360) days in the aggregate, the Supplier shall be entitled to terminate the Agreement as for Cancellation Curve when applicable.
- 5.6 The Purchaser may change a Purchase Order, or part thereof. No change to the agreed specification, instruction, production methods, components, or material of the Goods may be made by the Supplier without the written approval of the Purchaser before its implementation.
- 5.7 The Purchaser can cancel each Purchase Order, in whole or in part, at any time, by giving notice to the Supplier in writing. In this case, the Supplier shall immediately stop all the works thereunder and shall immediately ask any of its suppliers or subcontractors to cease their work. The Supplier compensation for such cancellation shall be payment by the Purchaser of (a) the Termination Fee as determined pursuant to the Cancellation Curve, or (b) in case the Cancellation Curve and Termination Fee will not be provided in the Purchase Order, the amount related only to the documented costs and expenses incurred by the Supplier up to the date of Cancellation. In both cases, the Supplier shall deliver to the Purchaser, if requested, all completed work, work in progress, including all designs, drawings, specifications, and other documents produced or required in relation to the execution of the Agreement.  
The Supplier acknowledges and accepts that the Termination Fees or the amount provided in the letter (b) above shall be the sole right and remedy available to the Supplier in case of termination or cancellation at the Purchaser's discretion.

## 6. Price and Payment

- 6.1 Unless otherwise stated in the Agreement, the price for the Goods: (i) is a fixed and unchangeable price, and no unilateral price changes are permitted, for this reason the Supplier has not the right to request any additional cost, neither in case of exceptional and unpredictable events (including the cause of increased raw materials' costs and/or increased costs due to inflation), with explicit exclusion of the articles 1467 and 1664 of the Italian Civil Code, (ii) is exclusive of VAT but inclusive of all taxes, duties and fee applicable, payable on or prior to delivery; and (iii) is inclusive of all storage, handling, packaging, packaging necessary for loading and unloading using normal means and all other expenses and charges of the Supplier.
- 6.2 Invoices shall refer to the Purchase Order number, type of Goods, quantity delivered, and the total sum invoiced for such Goods. Invoices shall further specify the VAT number, customs tariff number, country of origin, and applicable ECCN (Export Control Classification Number).
- 6.3 Unless otherwise stated in the related Purchase Order and/or Purchase Agreement, invoices shall be paid within ninety (90) days from the end of the delivery month.
- 6.4 Remittance of payment shall not imply any

acceptance of the delivery or the invoiced amount.

- 6.5 The Purchaser shall be entitled to set off any amount for which the Supplier is liable under the Agreement and any other agreement between the Purchaser (or any Affiliate of the Purchaser) and the Supplier against any amount due to the Supplier under the Agreement and may withhold such amount accordingly.
- 6.6 Supplier shall not be entitled to transfer or assign any of the credit rights arising from the Purchase Order without the Purchaser's prior written consent.
- 6.7 It's expressly understood that, as a partial waiver of article 1460 of the Italian Civil Code, the Supplier cannot slow down or suspend his activities and obligations under the Agreement in cases of dispute related to the payments of amounts due pursuant to each Purchase Order.

## 7. Delivery

- 7.1 The Supplier's observance of the agreed delivery time, including the technical documentation, is an essential duty under the Agreement. Unless agreed otherwise in writing, the "Delivery Date" stated in the Purchase Order refers to the delivery of the supply completed with all technical documentation. Partial shipment and/or advance deliveries of Goods shall not be made without the Purchaser's explicit prior written approval.
- 7.2 Delivery shall be made on the date specified in the Purchase Order. If a lead time has been agreed upon, such lead time shall commence on the effective date of the relevant Purchase Order. The Purchase Order number and required shipping marks shall be set out in the shipping documents.
- 7.3 Unless otherwise agreed in the Agreement, the Supplier shall deliver the Goods FCA (as defined in INCOTERMS 2020) to the Purchaser's manufacturing site. Services shall be delivered in accordance with a separate agreement between the parties.
- 7.4 Supplier shall immediately notify the Purchaser if the timely performance under the Agreement is delayed or is likely to be delayed. In this case, the Purchaser shall have the authority to instruct the Supplier and request them to take any measure deemed opportune to expedite the delivery. Without prejudice to the Purchaser's right to the penalty for the delay and to be indemnified of any damages, the Supplier shall be the sole responsible for all costs and expenses related to the actions requested to expedite the delivery and shall indemnify and keep the Purchaser harmless of any damages, costs, and expenses incurred in relation to any expediting measures. No instructions provided by the Purchaser nor expediting measures directly taken shall be in any way interpreted as the Purchaser's waiver of any of the Supplier's obligations and/or Purchaser's right of indemnifications.
- 7.5 Supplier shall notify the Purchaser of the expected delivery date no later than 14 (fourteen) days prior to the agreed delivery date. Unless otherwise agreed in writing, within the same term Supplier shall submit copies of the packing lists.
- 7.6 The Purchaser shall be under no obligation to perform any kind of inspections of the Goods delivered, unless and to the extent explicitly agreed between the parties.

## 8. Delay in delivery

- 8.1 Should the Supplier have reason to believe that a delay in delivery of Goods (including the performance of services) may occur, the Supplier shall immediately inform the Purchaser and subsequently confirm this in writing, stating the reasons for the delay and its probable duration as well as intended remedial measures.
- 8.2 The Purchaser shall in the event of delay in delivery be entitled to liquidated damages amounting to two (2) percent of the price of the Goods for each commenced week of delay up to a maximum of ten (10) percent of the price, without prejudice to the provisions of clause 8.4 below. The Supplier shall pay such liquidated damages to the Purchaser within fourteen (14) days from the Supplier's notice thereof or may be deducted from the payments due by the Purchaser to the Supplier. The above amount is not intended to limit the Purchaser's right to request and obtain any greater damage suffered due to the Supplier's delay.
- 8.3 Upon exhaustion of liquidated damages agreed, the Purchaser shall be entitled, at its option:
- to cancel the Purchase Order, in which event the Supplier shall refund any payments made by the Purchaser for relevant Goods, without prejudice to the Purchaser's right to claim liquidated damages for delay in accordance with clause 8.2 and 8.4; or
  - to reschedule the delivery date. In the event of a delay in delivery beyond the re-scheduled delivery date the Purchaser shall be entitled again to liquidated damages as per clause 8.2 above.
- 8.4 For the purpose of this provision, the defective and/or incomplete supply of materials and/ or documents shall be treated as delayed delivery.
- 8.5 The said right to liquidated damages shall be without prejudice to any other remedies available under the Agreement or under the governing law.
- 8.6 In any case, the supply should be rejected by the Purchaser for reasons attributable to the Supplier, including but not limited to delay in delivery and delay in positive commissioning, the Supplier must manage the dismantling of the Goods at the Purchaser's plant, the restoration of the Purchaser's plant and the shipping of the Goods from the Purchaser's plant to Supplier's warehouse, at Supplier sole risk, care, and expense.
- 9. Packing and Marking of the Goods**
- 9.1 The Supplier shall ensure marking and packaging of Goods are in accordance with all relevant laws, regulations, and industrial standards, and in accordance with any instructions of the Purchaser. The Supplier shall ensure that each crate, container, box, and part, is marked separately and indelibly and in accordance with Purchaser's instruction. The type and quality of the packing shall be such as to protect the goods against damage and deterioration during transit to the agreed place of delivery and during outdoor storage; and as to enable the holder of the Goods to obtain compensation under an ordinary transport insurance policy should any damage occur to the Goods. No marking or packaging instructions shall be construed as to limit the Supplier's obligations to mark or pack the Goods.
- 9.2 Wood packaging material shall be treated in accordance with the International Standards for Phytosanitary Measures No. 15 (ISPM 15) issued by the IPPC and the Food and Agriculture Organization of the United Nations.
- 9.3 If requested by the Purchaser, the Supplier shall take back any packaging material at its own cost. The Purchase Order number and required shipping marks shall be set out in the shipping documents.
- 10. Passing of Risk and Title**
- 10.1 The risk of the Goods shall pass to the Purchaser in accordance with the agreed INCOTERMS referred to in clause 7.3. Unless as provided in clause 10.2, title to the Goods shall thereupon be transferred to the Purchaser. Any retention of the title clause inserted by the Supplier shall be considered as not inserted.
- 10.2 The final acceptance of the Goods and Equipment shall occur only after Take Over by the Purchaser or Purchaser's final customer.
- 11. Warranties**
- 11.1 The Supplier warrants that the Goods (and each part thereof):
- are free from Defects; and
  - conform with all specified or implied characteristics of the Goods, and
  - are fit and safe for the function and purpose for which the Goods are intended.
- 11.2 Without prejudice to the generality of clause 11.1 above, the Supplier warrants that the Goods are free from asbestos and any contamination by radioactive material, including, without limitation, Cobalt 60 and any other material restricted or prohibited by the law.
- 11.3 The Supplier shall, without prejudice to any other remedy available to the Purchaser under the Agreement or under governing law, immediately repair or replace (at the Purchaser's option) any Goods or part thereof that within a period of thirty-six (36) months from complete delivery of the Goods ("the **Warranty Period**") are found to suffer from a Defect. With respect to latent Defects (i.e. Defects which are not discoverable by reasonable inspection) the Warranty Period shall be 48 months from complete delivery.
- 11.4 Repair shall be carried out by the Supplier as soon as possible and in any case no later than 15 (fifteen) days after the Defect's notice sent by the Purchaser to the Supplier, at the place where the Goods are located, unless the Purchaser authorizes that the defective Goods (or part thereof) are returned to Supplier for repair or replacement. If the Purchaser authorizes the return of defective Goods to the Supplier, any Goods shall be returned for repair or replacement at the Supplier's risk, care, and expense, including dismantling, installation, and necessary transport.
- 11.5 Any Defect may be remedied by the Purchaser at the Supplier's expense and with no ensuing limitation of the Supplier's warranties, provided:
- the Defect is of a minor nature, and/or
  - the matter is urgent, and/or
  - the Supplier fails to eliminate the Defect in due time indicated above.
- Whenever possible, the Purchaser shall inform the

Supplier in advance of its intention to eliminate the Defect. Where successful remedial work has been undertaken by the Purchaser or a third party, the Supplier shall reimburse the Purchaser all reasonable costs incurred by the Purchaser connected therewith.

- 11.6 The Warranty Period shall be prolonged by a period of time equaling the period during which, owing to the Defect, the Goods could not be used for their intended purpose. After repair or replacement, the warranty shall be valid for a period of time equaling the original Warranty Period but calculated from the date of repair or replacement.
- 11.7 The Supplier shall remedy any Systematic Defect in the Goods, which appears within five (5) years from delivery. In case of a Systematic Defect, the Supplier shall further (i) at no charge to the Purchaser repair or replace affected Goods delivered up to the time the Systematic Defect has been remedied by the Supplier; and (ii) indemnify the Purchaser for any costs and expenses incurred, directly or indirectly, by the Purchaser in relation to (i) investigations as to the scope of the Systematic Defect; and (ii) a full or partial recall of any equipment in which the relevant Goods have been incorporated, provided the recall was due to the Systematic Defect.
- 11.8 If any sub-supplier provides a more extensive warranty than the warranty the Supplier gives under the Agreement, the Supplier shall be obliged to procure the assignment of the benefit of such warranty to the Purchaser when requested.
- 11.9 The rights and remedies set out in these T&Cs are without prejudice to the Purchaser's rights in relation to any Defects in the Goods which appear after the Warranty Period and to the other rights and remedies which are available to the Purchaser at law or in equity.

## 12. Intellectual Property

- 12.1 Supplier warrants that the Goods, or the import, sale, marketing or use of the Goods, do not infringe any third party right (including, without limitation, any Intellectual Property Right).
- 12.2 The Purchaser and its Affiliates are hereby granted a worldwide, irrevocable, perpetual, royalty-free, and transferable right and license to use the Intellectual Property Rights (including pre-existing rights) in the Goods (whether embedded in the Goods or delivered separately). The license includes the right to grant sub-licenses.
- 12.3 If Goods or parts thereof are claimed to infringe any third party right, the Supplier shall without undue delay and at its own cost, either procure for Purchaser and Purchaser's customers the right to continue the use of Goods; modify the Goods to be non-infringing; or replace such Goods with non-infringing Goods with equivalent function and performance.
- 12.4 The Supplier shall defend, indemnify, and hold harmless the Purchaser, its Affiliates, customers, agents and distributors, and their respective employees, directors, and other representatives, against all claims, actions, demands, proceedings, losses, damages, costs, charges and expenses (including legal expenses) suffered or incurred by any of them and arising out of or relating to a claim,

demand, suit or other action which alleges that the Goods, or the use or exploitation of the Goods, infringe any third party right (including, without limitation, any Intellectual Property Right).

## 13. Insurance

- 13.1 Unless otherwise agreed between the parties, the Supplier shall enter and maintain product and general liability insurance with a per claim limit of not less than ten million Euro (or its equivalent in any other currency) and shall at the Purchaser's request provide a copy of the insurance certificate. If requested by the Purchaser, such insurance shall name the Purchaser, its Affiliates, and customers as additional insured, and the insurer shall waive any right of subrogation against such additional insured entities. This obligation shall not relieve the Supplier of any liability towards the Supplier.

## 14. Liability

- 14.1 The Supplier agrees to defend, hold harmless and indemnify the Purchaser and any of its Affiliates from and against any claim, suit, liability, cost, loss, expense, or damage (whether direct or indirect) incurred by either of them, and which relates to (i) death or personal injury; or (ii) damage to property (other than the Goods), caused by a Defect in the Goods or by any act or omission attributable to the Supplier, whether or not the Purchaser or any of its Affiliates has contributed to such negligent act or omission.
- 14.2 In addition to all other remedies agreed upon between the parties, the Supplier agrees to hold the Purchaser, and its Affiliates, harmless from and against any and all costs, fees, expenses, penalties, damages (whether direct or indirect), and all other liabilities and obligations whatsoever arising out of any claim, loss or damage which relates to (i) noncompliance by the Supplier with any of its warranties or obligations under the Agreement; or (ii) negligence or fault of the Supplier in connection with the Goods or the manufacturing and supply of Goods.

## 15. Technical documentation, Tools

- 15.1 Rights and title to any documents and materials, and any Intellectual Property Rights contained therein or associated therewith, concerning the manufacture and supply of the Goods, or part thereof, submitted to the Supplier by or on behalf of the Purchaser shall remain exclusively with the Purchaser, shall be subject to the confidentiality undertakings herein and shall be returned to the Purchaser upon request. Supplier shall only have the right to use such documents and materials, and any associated Intellectual Property Rights, for the purpose of performing the Agreement.
- 15.2 The Purchaser has the right to use and divulge at any possible third party, all the information received by the Supplier during the order execution. All the documents and the drawings prepared by the Supplier for the fulfillment of the Agreement shall become the property of the Purchaser and can be used freely.
- 15.3 The Supplier shall be obliged to provide to the Purchaser, free of charge, upon delivery of the Goods, information, and drawings of sufficient clarity and detail to enable the Purchaser to assemble, start-up, operate, and service (including current

repairs) all parts of the Goods. Unless otherwise required by any applicable regulation, or agreed between the parties, such documentation shall be delivered as an electronic editable file and in English.

- 15.4 If the Purchaser or any of its Affiliates provides the Supplier with or pays the Supplier for any tools, patterns, measuring devices, packaging, or similar equipment (“Tools”) that are to be used by the Supplier in its performance of the Agreement, such Tools shall vest in or remain the property of the Purchaser or its Affiliate. The Supplier shall only have the right to use such Tools, and any associated Intellectual Property Rights, for performing the Agreement, i.e. the Supplier may not use the Tools for manufacturing on its own account or on the account of another party. The Purchaser shall be entitled to collect and remove the Tools if the Purchaser so deems necessary or, at the request of the Purchaser, the Supplier shall have the Tools immediately returned DDP Purchaser’s manufacturing site or other place of destination if named in the Agreement. Under no circumstances shall the Supplier have any right to retain such Tools.
- 15.5 The Supplier shall store, maintain, and insure the Tools in accordance with the instructions provided by the Purchaser. The Supplier shall mark the Tools in such a way that the Purchaser’s right of ownership is evident. Any repairs or modifications to the Tools by the Supplier must be preceded by a written agreement between the parties. Should any Tools need to be repaired, modified, or replaced, the Supplier shall notify the Purchaser and the Purchaser shall decide if and how this shall be done at the expense of the Supplier.
- 15.6 Unless the Purchaser gives its written approval, the Supplier may not sell the Goods and/or the Tools developed for and/or owned by the Purchaser to any company other than the Purchaser or any Affiliate of the Purchaser.

## 16. Audit and Tests

- 16.1 The Purchaser or its nominee may conduct audits of the Supplier and its sub-suppliers to secure the Supplier’s and its sub-suppliers’ compliance with the Agreement. Such audits may be conducted at any time the Purchaser may find it necessary. Audits are to be announced in advance, observing a minimum period of ten (10) working days.
- 16.2 The Supplier shall be obliged to provide the Purchaser or its nominee with all information necessary to determine the Supplier’s compliance with the Agreement, including with respect to the quality of the Goods and of the Supplier’s manufacturing and documentation process. Prior to being placed at the Purchaser’s disposal for the purpose of inspection, the compliance of the Goods with the specifications laid down in drawings, descriptions, and other relevant documents, and references therein, shall be subject to the control and approval of the Supplier.
- 16.3 Should the parties not have agreed, in the Purchase Agreement and/or Purchase Order, upon specific testing procedures in respect of the Goods, unless otherwise provided in the Purchase Order, the test shall be performed in accordance with sound practices generally accepted in the industry. Where the Agreement states that a test is to be performed in the joint presence of the Purchaser and the Supplier, the Supplier shall notify the Purchaser in writing of the time and place for such test no less than two weeks in advance.
- 16.4 Tests performed in the presence of both parties and tests to be performed by the Purchaser on the Supplier’s premises, shall be carried out during ordinary working hours, and the Supplier shall be obliged, unless otherwise agreed, to provide, free of charge, all relevant gauging equipment, tools, testing equipment, premises, and staff necessary to carry out the test, and to defray all other expenses associated therewith, excluding the personal expenses such as traveling and accommodation of the Purchaser’s personnel. The Purchaser shall be entitled to check all such equipment, tools, and testing equipment in consultation with the Supplier. In addition to tests specified in the Agreement, the Purchaser shall be entitled to check that the Goods meet the requirements laid down in the relevant drawings, descriptions, specifications, and other relevant documents. The Supplier shall be obliged to place the necessary facilities and staff at the Purchaser’s or its nominee’s disposal for such checks.
- 16.5 Should any Goods be rejected by the Purchaser during a test due to non-compliance with the requirements of the Agreement, the action taken to remedy such non-compliance and the results achieved shall be reported prior to the Goods being resubmitted to the Purchaser’s inspection.
- 16.6 The Purchaser’s approval of any test shall not relieve the Supplier from its obligations under the Agreement, including the Supplier’s liability for Defects.
- 16.7 If during the inspections/test or during Commissioning/Take Over, the supply is found to be defective or otherwise not in conformity with the requirements of the Agreement, the Purchaser, in addition to any other rights, remedies, and choices granted by the law and/or the Agreement and in addition to seeking recovery of any and all penalties, damages, and costs emanating therefrom, at its option and sole discretion and at Supplier’s expenses may (a) require Supplier to take, without delay and at its own care, costs, and expenses any actions as may be required to cure all defects and guarantee the supply’s conformity to all requirements of the Agreement (“make good”); or (b) to take at the Supplier’s costs and expenses such actions, intervention or analysis as may be required to cure all defects and/or bring the Goods and/or Services into conformity with all requirements of the Agreement and reach a positive commissioning/take over (if provided). In case, the intervention of the Purchaser will not solve the problems and the Take Over is still not possible, the right of the Purchaser to reject the machine remains unchanged; (c) withhold total or partial payment of the Price, (d) reject and return all or any portion of the Purchase Order’s supply. All the above remedies may be cumulative.
- 16.8 Unless agreed otherwise in writing all costs and expenses for the completion of the inspections/tests contractually foreseen shall be considered as included in the Price.

## 17. Compliance

- 17.1 The Supplier hereby informs the Purchaser of its knowledge of the contents of the regulations concerning “Administrative liability of legal entities, enterprises and associations” under Italian Legislative Decree no. 231 of 2001, and addenda (“Decree”) and, therefore, in fulfilling the obligations of the Agreement, it also undertakes - on its own behalf and that of its collaborators, including subcontractors - to act in conformity with the principles of transparency, integrity, honesty and probity, so as to prevent the offenses indicated in the Decree from being committed.
- 17.2 The Supplier also undertakes to ensure its directors, employees, and collaborators in general, all comply with the provisions, norms, procedures, and principles contained in the Decree to the extent of their applicability.
- 17.3 The Purchaser shall be entitled to terminate the Agreement, pursuant to and in accordance with article 1456 of the Italian Civil Code, if the conduct of the Supplier, and any relative subcontractors, violates the aforementioned provisions and, in any case, is not based on principles of transparency, integrity, honesty and probity; notwithstanding the right of the former to claim compensation for damages caused by any such conduct.
- 17.4 The Supplier shall in relation to the Goods and supply of Goods comply with all applicable laws, rules, and regulations, and any industry and Purchaser standards, codes, and requirements, relating but not limited to:
- (i) anti-bribery and anti-corruption applicable in the Supplier’s country or in any country where performance of this Agreement will occur;
  - (ii) substance restrictions applicable to the supply of the Goods (in packaging material or production thereof), such as the Regulation (EC) 1907/2006 on the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH); and
  - (iii) ISO 14001:2015 and ISO9001:2015 environmental and quality system standards, respectively, or with any equivalent system approved by the Purchaser;
  - (iv) any other laws, rules, codes, or requirements requested by the Purchaser and specified in the Purchase Order.
- 17.5 The Supplier is responsible for obtaining and maintaining any export, re-export, and import licenses required for the Goods. Furthermore, the Supplier shall inform the Purchaser of and issue all documentation which may be required by law, regulation or otherwise reasonably requested by the Purchaser regarding the export, import or re-export of the Goods, such as certificate of product origin, origin of preference and export classification.
- 17.6 The Supplier shall promptly disclose to the Purchaser any violation, or suspected violation, of any applicable law, rules, and regulations, and/or any standards and codes of the Purchaser and/or applicable to the relevant industry (including but

not limited to those stipulated in the Agreement), and any such violation, or suspected violation, shall be deemed a material breach which shall be cause for immediate termination of the Agreement, without prejudice to any further rights and remedies available thereunder or at law.

**18. Spare Parts**

- 18.1 The Supplier undertakes for a period of ten years from the latest delivery pursuant to an Agreement to supply spare parts for the Goods concerned. Any such supply of spare parts shall be effected at the best prices offered by the Supplier to its purchasers.

**19. Secure Sourcing**

- 19.1 Should the Supplier decide to cease manufacture or divest any right to Goods or spare parts related thereto, the Purchaser shall in writing be informed with six (6) months prior notice and automatically be given an irrevocable royalty-free worldwide license to all rights and know-how in such Goods or spare part necessary for the manufacture (internally or by a third party) and sale of such Goods and spare part, without the Purchaser having to make any other payment than compensating for the direct costs involved in the grant of such license.
- 19.2 In addition to the above, the Purchaser shall be entitled to place a final order before the Supplier ceases to manufacture or divest any right to Goods or spare parts related thereto.

**20. Sub-suppliers**

- 20.1 The Supplier cannot subcontract all or part of the activities covered by the Purchase Agreement and/or Purchase Order without the Purchaser’s prior written authorization.
- 20.2 Without prejudice to the provisions of clause 20.1 above, upon Purchaser’s request, the Supplier shall provide to the Purchaser a list of all sub-suppliers engaged in the performance of the Agreement together with unpriced copies of any sub-order placed. The Supplier shall ensure that any sub-supplier observes and is bound by the provisions of the Agreement, in so far as they apply to the sub-supplier. No sub-contract shall bind or purport to bind Purchaser.
- 20.3 Engagement of sub-suppliers, whether or not approved by the Purchaser, shall not limit the Supplier’s liability under the Agreement and the Supplier shall remain fully liable for each subcontractor’s obligations as for its own.

**21. Force Majeure**

- 21.1 If an event of Force Majeure occurs, a party’s contractual obligations affected by such an event shall be suspended during the period of delay caused by the Force Majeure event.
- 21.2 The party claiming Force Majeure shall promptly inform the other party in writing and shall within ten (10) days thereafter furnish evidence of the occurrence and expected duration of such Force Majeure.
- 21.3 In the event of a Force Majeure, the parties shall immediately consult with each other in order to find an equitable solution and shall use all reasonable endeavors to minimize the

consequences of such Force Majeure. If the consequences of the Force Majeure event continue for a period of thirty (30) days without a solution acceptable to both parties, the party that is not subject to Force Majeure shall be entitled to terminate the Purchase Order or the Agreement with immediate effect and the Purchase Order and/or the Agreement will be considered as terminate pursuant Article 23 below with the same effects and consequences.

## 22. Confidentiality

22.1 The Supplier shall keep strictly confidential, and not without the Purchaser's prior written consent, disclose to any third party any Confidential Information, and shall allow access to Confidential Information only to such employees who need such access to perform the Agreement. The Supplier shall use the Confidential Information only for the purpose of performing the Agreement. The Supplier shall use the same degree of care with respect to the Confidential Information as it uses for its own most confidential information. The advertising of any type or kind that refers to supply provided pursuant to the Purchase Order and/or the Agreement must first be expressly authorized in writing by the Purchaser.

## 23. Termination

23.1 The Agreement and/or any Purchase Order may be terminated by the Purchaser by giving written notice to the Supplier with immediate effect, without prejudice to any other rights and remedies available under the Agreement or otherwise in law, and without the Purchaser having any liability to compensate the Supplier or (subject to clause 23.2) to make any payment under clause 5.7 of the T&C or otherwise, in the event that:

- (i) the Supplier passes a resolution, or any court shall make an order of the Supplier to be wound up or if a trustee in bankruptcy, liquidator, receiver, or manager on behalf of a creditor is appointed, or if circumstances shall arise which would entitle the court or a creditor to issue a winding-up order;
- (ii) the Supplier has committed a material breach of the Agreement and not rectified such breach (where rectification is possible) within fifty (15) days after receiving written notice of termination specifying the breach; for the purposes of this clause 23.1(ii) any breach of a warranty given by the Supplier pursuant to the terms of the Agreement shall be deemed to be a material breach; or
- (iii) there is a material direct or indirect change of ownership in or control of the Supplier (as to which the Purchaser will determine if such change in ownership or control is material).

23.2 Following termination of the Agreement, the Supplier shall refund any payment received and the Purchaser shall have the right, but not the obligation, to purchase any Goods (or part thereof) which are bespoke to the Purchaser's requirements no later than six (6) calendar months after termination of the Agreement and

under the T&C herein. In all other cases, the Supplier must manage the dismantling of the Goods at the Purchaser's plant, the restoration of the Purchaser's plant, and the shipping of the Goods from the Purchaser's plant to the Supplier's warehouse, at the Supplier's sole risk, care and expense.

23.3 Any confidentiality obligation shall survive termination of the T&C and/or any Agreement.

## 24. Miscellaneous

24.1 No amendment or modification to the Agreement shall be valid or binding upon the parties unless made in writing and signed by the representatives of both parties.

24.2 The Purchaser shall be entitled to assign the Agreement in full or in part to any third party. The Supplier may assign the Agreement, or any rights or obligations under the Order with the Purchaser's prior written consent.

24.3 Purchaser's not exercising a right arising out of or in connection with the Agreement shall not mean a waiver of that right by Purchaser.

24.4 The Purchaser and the Supplier are and remain independent contractors and the Agreement does not create an agency, representation, dealership, consortium, joint venture, etc. between the parties.

24.5 The parties to this Agreement do not intend that any term of this Agreement should be enforced by any person who is not a party to this Agreement, save for any one or more of the Purchaser's Affiliates who may enforce any term of the Agreement as if they were named as the Purchaser therein.

24.6 In case an Agreement is concluded in both English and another language, the English version shall prevail.

24.7 All provisions of the Agreement, including these T&C, are severable, and if any provision or part thereof is deemed invalid or otherwise unenforceable, then such provision shall be construed to reflect the closest lawful interpretation of the parties' original intent, and the remaining provisions shall remain valid and enforceable.

## 25. Data protection

25.1 The Supplier, in the fulfillment of their contractual obligations and in the execution of the consequent operations defined in the Agreement, in order to ensure compliance with the provisions of European Union Regulation no. 679/2016 ("GDPR") and all implementing laws (jointly, "Data Protection Legislation") and, in general, the confidentiality of the information in its possession, undertakes to take all necessary and appropriate measures of physical, logical and organizational security to ensure respect for the integrity and accuracy of the personal data processed, and the lawfulness of the treatment.

25.2 The personal data shall not be disclosed to third parties except with the prior written authorization of the Purchaser, in order to comply with the legal requirements from time to time in force.

25.3 If requested by the Purchaser, the Supplier will be appointed by the Purchaser as an external data

processor in relation to the Purchaser's data.

25.4 The Supplier expressly undertakes to hold the Purchaser harmless and indemnified, from any loss, damage, liabilities, costs and expenses, penalties that may result to the Purchaser and/or third parties from any claim, instance or action in any way related to non-compliance by the Supplier with this Article 25.

**26. Governing Law and Dispute Resolution**

26.1 Unless otherwise explicitly agreed, the Agreement shall be governed by Italian laws.

26.2 The Parties shall make reasonable efforts, for at

least 30 (thirty) days, to settle in an amicable way any dispute that might arise between them in connection with this Agreement.

26.3 Should any Party consider it not possible to reach an amicable settlement after the expiration of the 30 (thirty) days period set forth under clause 26.2 above, then the dispute shall be finally settled under the Italian Laws.

26.4 The Court of Milan, Italy, shall have the exclusive jurisdiction on all disputes in connection with the Agreement, including any question regarding its existence, validity or termination of the Agreement.