

GENERAL CONDITIONS OF SUPPLY

1. APPLICABILITY OF THESE GENERAL CONDITIONS

1.1. Except as otherwise expressly agreed in writing by A.Celli Paper, a company organized and existing under the laws of Italy, having its principal office at via del Rogio 17, 55012 Tassignano, Capannori, Lucca, Italy, VAT number IT01886530466 (hereinafter, the “**Supplier**”), these general conditions (hereinafter, the “**General Conditions**”) shall constitute an integral part of all contracts for the supply by Supplier to purchasers (hereinafter, the “**Purchaser**”) of (i) products designed, manufactured and/or sold by Supplier, as well as components, accessories and/or replacement parts thereof (collectively, the “**Products**”) and/or (ii) services (hereinafter, the “**Services**”). All Supplier’s offers, order confirmations, deliveries and invoices shall be deemed to have been made on the basis of these General Conditions, except as otherwise specified in writing by Supplier. The contractual relationships between Supplier and Purchaser shall be governed by (i) the Supplier’s order confirmation, containing all specifications (also of economic and technical nature) for the scope of supply (the “**Order Confirmation**”), (ii) the offer issued by Supplier, containing all specifications (also of economic and technical nature) for the scope of supply, as well as any related document attached thereto (hereinafter, the “**Offer**”), (iii) these General Conditions, and (iv) the Purchaser’s purchase order (the “**Purchase Order**”). In the event of discrepancies between the documents mentioned in the preceding sentence, the following order of precedence shall apply: (i), (ii), (iii) and (iv).

1.3. By issuing a Purchase Order and/or countersigning an Offer and/or accepting the Products/Services supplied by Supplier, Purchaser also accepts these General Conditions.

1.4. The applicability of any general conditions of Purchaser and/or any other equivalent document that may be issued by Purchaser is expressly excluded.

2. CONTRACT FORMATION

2.1. Each single contract shall be deemed entered into:

- (i) when Supplier receives, from Purchaser, the Offer duly countersigned for acceptance (and without amendments) within the term of validity indicated in the Offer itself. If not otherwise expressly indicated, the Offer shall be deemed to remain in force for 30 (thirty) days from the date on which it was sent to Purchaser; or
- (ii) when Supplier issues an Order Confirmation, following a Purchase Order. It is intended that in case of discrepancies between the Order Confirmation and the Purchase Order, the former will prevail; or
- (iii) in cases other than those set forth in (i) and (ii) above, the contract shall be in any case deemed concluded at the time the Products are delivered to Purchaser or the Services are performed.

2.2. It is Purchaser’s responsibility to carefully check that the Offer and the Order Confirmation are in line with the desired activities. Items not expressly mentioned in the Offer and/or in the Order Confirmation are to be considered excluded.

2.3. It is intended that any objections or discrepancies concerning the terms and conditions outlined in the Order Confirmation and/or Offer must be formally raised by the Purchaser in writing within 3 (three) calendar days of the receipt of the Order Confirmation/Offer; failure to do so within such specified timeframe shall be deemed as an acceptance of the terms and conditions contained therein.

2.4. Any change to or cancellation by Purchaser shall be ineffective unless previously authorized, or subsequently accepted in writing by Supplier.

2.5. Intermediaries and commercial agents have no power to bind Supplier against Purchaser or to enter into contracts in the name and/or on behalf of Supplier. Offers presented by intermediaries and commercial agents shall be deemed subject to Supplier’s written approval and confirmation.

3. DEFINITIONS

3.1. Without prejudice to the other terms defined elsewhere in these General Conditions, the following terms shall have the meaning specified below:

- a) **Confidential Information:** any and all information, whether oral, written, photographic, in whatever media contained or stored, that the Parties may receive one from the other during the discussions between them, including, but not limited to, all technical, manufacturing, business, financial, operational, administrative, marketing or economic information related to present or future products, services, business plans, experience, documents or data related to plans, processes, projects, systems, schemes, specimens, patents, drawings, materials, samples, technology and/or clients of the Parties and/or their subsidiaries, controlled or otherwise related companies as well as any and all visual information that a Party may receive from the other following to visits made to its factories, laboratories and/or other facilities;
- b) **Contract:** the documents listed under Section 1.2;
- c) **Contract Price:** the price to be paid by Purchaser for the supply of the Products, Product Documentation and Services, as detailed in the Contract;
- d) **Installed Software** (*if applicable*): the operation and safety software installed on the Products, as well as any Maintenance Release provided to Purchaser;
- e) **Installed Software Documentation** (*if applicable*): the documentation representing the Installed Software’s univocal setup, in relation to its operation and safety functions;
- f) **Installed Software’s Permitted Use** (*if applicable*): the use of the Installed Software by an authorized user for the benefit of Purchaser in the ordinary course of the Products business operations;
- g) **Intellectual Property Rights:** all industrial and other intellectual property rights comprising or relating to: (a) patents; (b) trademarks; (c) works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights and copyrightable works, software and firmware, source code, application programming interfaces, architecture, files, records, schematics, data, data files, and databases and other specifications and documentation; (d) trade secrets; (e) all industrial and other intellectual property rights, and all rights, interests and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, such rights or forms of protection pursuant to the applicable laws;
- h) **Maintenance Release** (*if applicable*): any update, upgrade, release, or other adaptation or modification of the Installed Software, including any updated Installed Software Documentation, that Supplier may provide to Purchaser from time to time, which may contain, among other things, error corrections, enhancements, improvements, or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency, or quality of the Installed Software;
- i) **Parties:** Supplier and Purchaser;
- j) **Party:** Supplier or Purchaser;

- k) **Product Documentation:** all documents relating to the Products, including Technical Documentation and Installed Software Documentation;
- l) **Products:** all machineries, components and auxiliaries to be supplied by Supplier as per Section 4.1;
- m) **Section:** a section of these General Conditions;
- n) **Services:** all activities (by way of example and not limited to: erection, commissioning and start-up supervision, training sessions etc.) laid down in the Offer/Order Confirmation;
- o) **Site:** means the site where the Products shall be installed and/or the Services shall be performed;
- p) **Taxes:** any and all present and future sales, income, stamp and other taxes, levies, imposts, duties, deductions, charges, fees or withholdings imposed, levied, withheld or assessed by any governmental authority, together with any interest or penalties imposed thereon;
- q) **Technical Documentation:** any instruction and/or maintenance manuals, technical information and/or technical drawings, assembly drawings, sub-supplier's manuals and/or other relevant information as specified the Offer and/or Order Confirmation.

4. SCOPE OF SUPPLY

- 4.1. Supplier undertakes to design, manufacture and deliver the Products, the Product Documentation, and to provide the Services to Purchaser, in accordance with the provisions set forth in the Contract.
- 4.2. Purchaser undertakes to pay the Contract Price to Supplier, as well as to comply with the other obligations set forth in the Contract.
- 4.3. Weights, dimensions, capacities, prices, performance ratings and other data included in catalogues, prospectuses, illustrated matter, price lists or similar documents, constitute an approximate guide; all such information shall not be binding, save to the extent that it is by reference expressly included in this Contract.

5. CONTRACT PRICE, PAYMENT TERMS AND PENALTIES FOR CANCELLATION

- 5.1. The Contract Price is set forth in the Order Confirmation and/or Offer, and shall be considered as a firm and fixed lump sum, not susceptible to any escalation or currency variation.
- 5.2. Payment terms and conditions are set forth in the Order Confirmation and/or Offer.
- 5.3. Penalties for cancellation (if any) are set forth in the Order Confirmation and/or Offer.

6. TAXES

- 6.1. The Contract Price includes any and all Taxes due in Supplier's country of incorporation.
- 6.2. Any and all Taxes due outside Supplier's country of incorporation shall be borne by Purchaser.

7. SITE, DELIVERY BASIS, DELIVERY SCHEDULE, TIME SCHEDULE MANAGEMENT AND TECHNICAL DOCUMENTATION

- 7.1. This Section is set forth in the Order Confirmation and/or Offer.
- 7.2. The Supplier will use all reasonable diligence to meet the dates schedules for shipment. However the Supplier shall not be liable for any loss, damage, expense or charges resulting from delay in delivery.
- 7.3. Should the Purchaser delay in the compliance with its obligations related to transportation and delivery, and such delay last for more than 15 (fifteen) days from the notification of goods ready to be shipped, then Supplier shall be entitled to claim storage and/or handling costs arising from such delay.

8. RISK, TITLE

- 8.1. Risk of loss or damage to the Products shall pass to Purchaser according to the Incoterms (2020) specified in the Order Confirmation and/or Offer.
- 8.2. No property in or title to the Products shall pass to Purchaser until the Products have been fully paid, irrespective of any correspondence between partial supplies and payment of relative invoices.

9. TRAINING SESSIONS

- 9.1. If set forth in the Order Confirmation and/or Offer, Supplier's technicians shall provide on-Site and/or Supplier's premises-based training Services to Purchaser's personnell on how to operate and maintain the Products, in accordance with the provisions laid down in the Order Confirmation and/or Offer.
- 9.2. The training period is set forth in the Order Confirmation and/or Offer. Purchaser shall be responsible of managing and timely providing its personnel in order to allow the performance of the training Services by Supplier.
- 9.3. At the end of the training sessions Supplier will issue a certificate of accomplished training, which shall be countersigned for approval and acknowledgement by Purchaser.
- 9.4. Purchaser may ask for additional training sessions; in such a circumstance, the Parties will agree on the scope, duration and costs of any additional blocks.

10. MANUFACTURER'S WARRANTY

- 10.1. Supplier warrants that the Products comply with the specifics set forth in the Offer and the state of the art criteria for design, engineering and manufacturing (hereinafter, the "**Warranty**"). Under ordinary operating conditions, and provided that all instructions set forth in the Offer and in the Technical Documentation are strictly observed by Purchaser, the Products shall not show defects due to faulty design, materials or workmanship for a period of twelve (12) months from the shipment date (hereinafter, the "**Warranty Period**"). If the duration of the Warranty Period is regulated differently in the Order Confirmation and/or Offer, such different provisions shall prevail according to the order of prevalence set forth in Section 1.2.
- 10.2. Supplier reserves the right to assess Warranty coverage by requiring damaged and/or defective parts for inspection. In the event of non-application of the Warranty, the defective and/or damaged part/s will be charged back to Purchaser.
- 10.3. Should any of the Products (and/or components thereof) be found defective and/or damaged as a result of faulty design, materials or

workmanship during the Warranty Period, then Supplier will, as soon as possible and in any case following Purchaser's communication as per Section 10.5, supply the necessary spare parts and/or repair the damaged ones. Spare parts under Warranty will be supplied DAP as per Incoterms® 2020. Costs related to on-Site intervention by Supplier's technicians shall be borne in accordance with the provisions set forth in the Order Confirmation and/or Offer. Replaced parts shall remain property of Supplier. Following the request of Supplier, and at Purchaser's expense, Purchaser undertakes to ship the parts back to Supplier's premises. The Warranty does not cover the cost of the technicians in case of Warranty interventions at Site which could be carried out autonomously by Purchaser's maintenance team.

10.4. The Warranty Period for repaired or replaced parts and/or components will be extended as long as necessary to carry out the repairing or the replacement, and will continue, with exclusive reference to repaired or replaced parts and/or components, for 1 (one) further period of 12 (twelve) months from repairing or replacing (hereinafter, the **"Additional Spare Parts Warranty"**). The Additional Spare Parts Warranty shall not extend beyond a cumulative period of 12 (twelve) months.

10.5. Supplier's liability with reference to any of the defects under the Warranty Period or Additional Spare Parts Warranty is waived if (i) the circumstance is not notified in writing by Purchaser within 5 (five) days from its discovery, along with reasonable evidence of the defect, or (ii) Purchaser and/or any third parties on its behalf repairs or replaces the faulty part without Supplier's prior written consent. Any costs related to authorized interventions which are going to be borne by Purchaser or any third parties must be previously evaluated and approved by Supplier.

10.6. Warranty and Additional Spare Parts Warranty shall not apply to defects in the Products due or relating to Purchaser's and/or any third party's responsibility for:

- a) incorrect storage;
- b) incorrect and/or negligent handling;
- c) unauthorized modifications to the Installed Software or any Maintenance Release;
- d) any violations of the Installed Software's Permitted Use;
- e) non-compliance with Supplier's instructions or Technical Documentation;
- f) normal wear and tear.

10.7. Section 10 sets out Supplier's sole warranty obligations, and Purchaser's exclusive remedies, for claims based on defects relating to the Products, their components and/or any Services.

10.8. Supplier hereby disclaims any other warranties, representations and conditions, regarding the Products manufactured and the Services performed.

10.9. By accepting the disclaimer under Section 10.8 above, Purchaser hereby finally and irrevocably waives any claim, action and remedy other than the claims, actions and remedies set forth in Section 10.

11. INSTALLED SOFTWARE (IF APPLICABLE)

11.1. The Installed Software is property of Supplier and is protected by copyright and intellectual property laws. Any unauthorized reproduction or distribution, in whole or in part, of the Installed Software is strictly forbidden and enforceable according to applicable laws.

11.2. Subject to and conditioned on Purchaser's payment of the Contract Price and compliance with all other terms and conditions of the Contract, Supplier hereby grants Purchaser a non-exclusive, non sub-licensable and non-transferrable license to the Installed Software and the Installed Software Documentation, solely for the Installed Software's Permitted Use.

11.3. Except as these General Conditions expressly permit, Purchaser shall not, and shall not permit any other Person to:

- a) copy the Installed Software, in whole or in part;
- b) modify, correct, adapt, translate, enhance or otherwise prepare derivative works or improvements of any Installed Software;
- c) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Installed Software to any third party without Supplier's previous consent in writing;
- d) reverse engineer, disassemble, decompile, decode or adapt the Installed Software, or otherwise attempt to derive or gain access to the source code of the Installed Software, in whole or in part;
- e) bypass or breach any security device or protection used for or contained in the Installed Software or Installed Software Documentation;
- f) remove, delete, efface, alter, obscure, translate, combine, supplement, or otherwise change any trademarks, terms of the Installed Software Documentation, warranties, disclaimers, or Intellectual Property Rights, proprietary rights or other symbols, notices, marks, or serial numbers on or relating to any copy of the Installed Software or Installed Software Documentation;
- g) use the Installed Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Rights or other right of any third party, or that violates any applicable law;
- h) use the Installed Software for purposes of: (i) benchmarking or competitive analysis of the Installed Software; (ii) developing, using or providing a competing software product or service; or (iii) any other purpose that is to Supplier's detriment or commercial disadvantage;
- i) use the Installed Software in or in connection with the design, construction, maintenance, operation, or use of any equipment, machinery or hazardous systems other than the Products;
- j) use the Installed Software or the Installed Software Documentation other than for the Installed Software's Permitted Use, nor use it in any manner or for any purpose or application not expressly permitted by these General Conditions.

11.4. Any modifications to the Installed Software must be carried out by Supplier's authorized technicians. Any third parties' intervention on the Installed Software or any Maintenance Release shall be previously authorized in writing by Supplier and carried out under its supervision, unless otherwise agreed in writing by the Parties.

11.5. The Installed Software Documentation contains the Installed Software's passwords relating to the Products operation (hereinafter, the **"Operation Passwords"**). The Operation Passwords shall be used for the sole and exclusive purpose of troubleshooting and debugging activities. Under no circumstances shall Purchaser be entitled to use the Operation Passwords other than for the above-mentioned activities.

11.6. Any unauthorized modification to the Installed Software or any Maintenance Release, as well as any violation of the Installed Software's Permitted Use, including Section 11.5 above, will void the declaration of machine conformity to the applicable European Community Directives issued by the manufacturer, as well as the Warranty and Additional Spare Parts Warranty.

11.7. Purchaser shall take any and all responsibilities relating to any damage to people, property and/or Products arising out of any unauthorized modification to the Installed Software or any Maintenance Release, as well as any violation of the Installed Software's Permitted Use carried out at any time.

12. LIMITATIONS OF LIABILITY

12.1. In no event shall Supplier or its representatives be liable, whether in contract (including negligence or breach of statutory duties, howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:

- a) any indirect, special or consequential loss or liability;
- b) any loss, whether direct or indirect, of profits, savings, business, business opportunities, revenue, turnover, reputation or goodwill;

- c) any loss or corruption, whether direct or indirect, of data or information;
 - d) any loss, whether direct or indirect, of anticipated savings or wasted expenditure (including management time);
 - e) any damage and loss related to custom inspections, incorrect and/or negligent handling of the Products, incorrect and/or negligent handling of the packing material.
- 12.2. The limitations and exclusions set forth in Section 12.1 shall not apply to damages or liabilities resulting from:
- a) personal injury or death solely caused by Supplier's grossly negligent acts or omissions or willful misconduct;
 - b) the willful misconduct of Supplier in performing its obligations under the Contract.
- 12.3. Except as otherwise provided in Section 12.2, in no event shall Supplier's aggregate liability, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed fifteen percent (15%) of the Contract Price.

13. ASSUMPTION OF RISKS

13.1. Without limiting the generality of the foregoing, Purchaser shall assume all risks and liability for the results obtained by the use of the Products in the practice of any process, whether in terms of operating costs, general effectiveness, success or failure, and regardless of any oral or written statements made by Supplier, by way of technical advice or otherwise.

14. INTELLECTUAL PROPERTY RIGHTS

- 14.1. Purchaser acknowledges and agrees that:
- a) except to the extent provided in a separate written agreement between the Parties, Supplier (or its licensors) will retain all Intellectual Property Rights used to create, embodied in, used in and otherwise relating to the Products and any of their component parts, including the Installed Software;
 - b) any and all Supplier's Intellectual Property Rights are the sole and exclusive property of Supplier (or its licensors);
 - c) Purchaser shall not acquire any ownership interest in any of Supplier's Intellectual Property Rights; and
 - d) Purchaser shall use Supplier's Intellectual Property Rights only in accordance with these General Conditions and any instructions of Supplier.
- 14.2. Purchaser shall not:
- a) take any action that may interfere with any of Supplier's rights in or to Supplier's Intellectual Property Rights, including Supplier's ownership or exercise thereof;
 - b) challenge any right, title or interest of Supplier in or to Supplier's Intellectual Property Rights;
 - c) make any claim or take any action adverse to Supplier's ownership of Supplier's Intellectual Property Rights;
 - d) register or apply for registrations, anywhere in the world, for Supplier's trademarks or any other trademark that is similar to Supplier's trademarks or that incorporates Supplier's trademarks in whole or in confusingly similar part;
 - e) use any mark, anywhere, that is confusingly similar to Supplier's trademarks.

15. SUPPLIER INTELLECTUAL PROPERTY INDEMNIFICATION

15.1. Subject to the terms and conditions of these General Conditions, including Section 15.2 and Section 12, Supplier shall hold harmless Purchaser from and against any third-party claim awarded against Purchaser in a final and non-appealable judgment stating that the Products infringe Intellectual Property Rights of a third party. If the Products or any part of the Products become, or in Supplier's opinion are likely to become subject to a third-party claim that qualifies for indemnification under this Section 15.1, Supplier shall, at its sole option and expense, notify Purchaser in writing to cease using all or part of the Products, in which case Purchaser shall immediately cease all such use on receipt of Supplier's notice.

15.2. Notwithstanding anything to the contrary in these General Conditions, Supplier is not obligated to indemnify Purchaser against any claim under Section 15.1 if such claim arises out of or results from, in whole or in part:

- a) use of the Products, including use of the Products in combination with any products, materials or equipment supplied to Purchaser by a Person other than Supplier or its authorized representatives, if the infringement would have been avoided by the use of the Products or use of the Products not so combined;
- b) any modifications or changes made to the Products by or on behalf of any Person other than Supplier or its authorized representatives, if the infringement would have been avoided without such modification or change; or
- c) equipment, components or assemblies manufactured and/or designed by Purchaser.

15.3. This Section sets forth the entire liabilities and obligations of Supplier and the sole and exclusive remedies for Purchaser for any damages covered by this Section.

16. TERM AND TERMINATION

16.1. These General Conditions shall have an indefinite duration.

16.2. Without prejudice to what is further set forth below, each Party has the right to terminate these General Conditions for convenience at any time by sending the other Party a written communication, by registered letter with return receipt or certified email (*PEC*), with notice of not less than 60 (sixty) days. Any termination for convenience shall not have effect on the orders and activities at that time still being executed (also following Offers accepted by Purchaser and/or Order Confirmations issued by Supplier), which shall be completed in full and shall be paid by Purchaser according to the conditions originally agreed upon.

16.3. Supplier may terminate these General Conditions and the related Contract for cause, by means of written notice to Purchaser:

- a) if Purchaser fails to pay any amount when due, and fails to remedy the breach within a commercially reasonable period of time, in no circumstance exceeding 15 (fifteen) days following receipt by Purchaser of written notice of such breach; or
- b) if Purchaser (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; or
- c) in the event of force majeure affecting Purchaser's obligations under a Contract for more than 240 (two hundred and forty) consecutive days.

Any termination under Section 16.3 will be effective on receipt by Purchaser of Supplier's written notice of termination or such later date (if any) set forth in such notice. Within 7 (seven) days following the date of Supplier's termination notice, Purchaser shall (i) pay to Supplier all eventual amounts due to Supplier for the activities and Services carried out and for parts, components or portions of the Products delivered prior to receipt by Purchaser of the termination notice and (ii) reimburse Supplier for all of Supplier's documented costs and expenses (including orders placed with sub-suppliers) incurred by Supplier prior to the termination notice, that arise from or relate to the Contract. Further to payment in full by Purchaser of the amounts

referred to in the preceding sentence, title to the goods completed up until such date shall pass to Purchaser.

16.4. Purchaser may terminate these General Conditions and the related Contract for cause, by means of written notice to Supplier:

- a) if Supplier is in material breach of its delivery obligations and either the breach cannot be remedied or, if the breach can be remedied, Supplier fails to take action within 30 (thirty) days after receipt by Supplier of written notice of such breach; or
- b) if Supplier (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; or
- c) in the event of force majeure affecting Supplier's delivery obligations under these General Conditions and/or the Offer for more than 240 (two hundred and forty) consecutive days.

As a condition precedent to Purchaser's right to terminate these General Conditions and the related Contract pursuant to Section 16.4, within 7 (seven) days following the date of Purchaser's termination notice, Purchaser shall (i) pay to Supplier all eventual amounts due to Supplier for the activities and Services carried out and for parts, components or portions of the Products delivered prior to the termination notice and (ii) reimburse Supplier for all of Supplier's documented costs and expenses (including orders placed with sub-suppliers) incurred by Supplier prior to receipt of the termination notice, that arise from or relate to the Contract. Further to payment in full by Purchaser of the amounts referred to in the preceding sentence, title to the goods completed up until such date shall pass to Purchaser.

17. FORCE MAJEURE

17.1. For the purpose of these General Conditions, force majeure shall be any event or circumstance which is beyond the control and without the fault or negligence of the affected Party, and which by the exercise of reasonable diligence the affected Party was unable to prevent, including but not limited to:

- a) shortage of materials, strikes, lock outs and other industrial disputes, both on a national or local level, whether or not related to the Party's employees or its subcontractors or suppliers;
- b) fire, explosion, storm, flood, earthquake, nuclear disaster, epidemics, pandemics or other natural physical disaster;
- c) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power, requisition or compulsory acquisition by any governmental or competent authority.

17.2. Neither Party shall be responsible for failure to perform wholly or in part its obligations if prevented or hindered by an event of force majeure as per Section 17.1, on the condition that the affected Party gives immediate (in any case within 20 (twenty) days from the date of occurrence of the circumstances), written and formally documented notice of the beginning and the end of the event of force majeure. The time schedule agreed upon will be delayed in accordance with the duration of the event of force majeure.

17.3. In no circumstances shall an event of force majeure be used as ground by Purchaser to postpone or refuse the timely payment of obligations accrued before such event occurred.

18. ASSIGNMENT

18.1. Neither Party shall assign its rights and/or obligations under these General Conditions and/or an Offer without the prior written consent of the other Party.

18.2. Any assignment made in accordance with Section 18.1 must be conditional on the assignee, in writing and prior to such assignment, having agreed to and assumed all the rights and obligations of the assigning Party.

18.3. The assigning Party shall remain jointly responsible with the assignee for the full compliance with, and the performance of, any obligations hereunder.

19. CONFIDENTIALITY AND DATA PROCESSING

19.1. The Parties acknowledge that, in the execution of the Contracts, they may be provided with and/or obtain access to the other Party's Confidential Information.

19.2. Each Party acknowledges the confidential nature of the other Party's Confidential Information, and hereby undertakes:

- a) not to divulge or disclose to third parties, in whole or in part, nor orally nor in writing nor in pictorial form nor on magnetic diskette nor in whatsoever other form, any other Party's Confidential Information without the other Party's prior express consent in writing;
- b) not to use, in whole or in part, the other Party's Confidential Information for any purpose other than or in connection with the one set forth in these General Conditions, without the other Party's prior express consent in writing.

19.3. The obligations of confidentiality set forth in this Section will survive the expiration or termination of these General Conditions and/or Contracts.

19.4. Purchaser acknowledges that it has been informed, pursuant to and for the purposes set forth by articles 13 and 14 of EU Regulation 2016/679, after having reviewed the notice published by Supplier on its website for that purpose, that the "Personal data" provided to and/or exchanged with Supplier, also in the phase preceding the actual conclusion of a contract, will be processed by Supplier; it is also understood that Purchaser expressly consents to the processing of its "Personal data", availing itself of the rights set forth in article 7 of EU Regulation 2016/679.

20. MISCELLANEOUS

20.1. No amendment to these General Conditions is effective unless it is in writing, identified as an amendment to these General Conditions and signed by an authorized representative of both Parties.

20.2. All rights and remedies provided in these General Conditions are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties or otherwise. Notwithstanding the previous sentence, the Parties intend that Purchaser's rights under Section 10 and Section 15 are Purchaser's exclusive remedies for the events specified therein.

20.3. No waiver under these General Conditions is effective unless it is in writing and signed by an authorized representative of the Party waiving such right. Any waiver authorized on one occasion is effective only on that instance and for the purpose stated therein, and does not operate as a waiver on any future occasion. None of the following constitutes a waiver or estoppel of any right, remedy, power, privilege or condition arising from these General Conditions: (i) any failure or delay in exercising any right, remedy, power or privilege or in enforcing any condition under these General Conditions; (ii) any act, omission or course of dealing between the Parties.

21. NO RE-EXPORT TO RUSSIA CLAUSE *(IF APPLICABLE)*

21.1. Purchaser shall not sell, export or re-export, directly or indirectly, to the Russian Federation and/or Belarus or for use in the Russian Federation and/or in Belarus any goods supplied under or in connection with this Contract.

21.2. Purchaser shall undertake its best efforts to ensure that the purpose of Section 21.1 is not frustrated by any third parties further down the commercial chain, including by possible resellers.

21.3. Purchaser shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of Section 21.1.

21.4. Any violation of Sections 21.1 and/or 21.2 and/or 21.3 shall constitute a material breach of an essential element of this Contract, and Supplier shall be entitled to seek appropriate remedies, including, but not limited to (i) termination of the Contract and (ii) a penalty of thirty percent (30%) of the Contract Price.

21.5. Purchaser shall immediately inform Supplier about any problems in applying this Section, including any relevant activities by third parties that could frustrate the purpose of it.

22. APPLICABLE LAW – COMPETENT COURT – LANGUAGE

22.1. These General Conditions and the Contracts between the Parties shall be governed in all respects by Italian law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG), and other conventions, regulations or rules of international law relating to the sale of goods is excluded.

22.2. All controversies arising from or relating to these General Conditions and the Contracts shall be settled by the courts of Florence, Italy. As a partial exception to the foregoing, Supplier shall be entitled, in its discretion, to lodge actions against Purchaser before any court having jurisdiction over Purchaser, in particular - but without limitation - for purposes of recovering sums owed to Supplier.

22.3. These General Conditions have been drafted in the English language, and the English version hereof shall be controlling in all respects and shall prevail in case of inconsistencies with any translations.

PURCHASER

Pursuant to and for the purposes of articles 1341 and 1342 of the Italian Civil Code, Purchaser declares that it accepts the above terms, and in particular the following Sections: 1, 2, 3, 4, 5, 6, 8, 10, 11, 12, 14, 15, 16, 21, 22.

PURCHASER