

**1. Applicability of terms and conditions**

**1.1** The following terms and conditions of purchase apply exclusively to all assignments, orders and contracts issued or entered into by us to or with legal entities (further the "order") relating to the purchase of goods as well as works or services (further the "deliveries"). We hereby expressly reject as not binding on us any terms and conditions which depart from or add to these terms and conditions of purchase. Our terms and conditions of purchase shall continue to apply exclusively even if, in specific cases, we do not contradict the inclusion of terms and conditions of our supplier or accept the latter's delivery without reservation in the knowledge of the supplier's contrary or supplemental terms and conditions of business.

**1.2** Our terms and conditions of purchase shall also apply to future transactions even if they are not specifically agreed to again.

**1.3** References to the application of statutory provisions are for the avoidance of doubt only. Statutory provisions shall apply even in the absence of such clarification unless they are directly varied in these terms and conditions of purchase or expressly excluded.

**1.4** The invalidity of individual provisions of these terms and conditions of purchase shall not prejudice the validity of the remaining provisions.

**2. Conclusion of contract**

**2.1** Our orders must be in written or text form. Individual arrangements made in specific cases with the supplier (including side agreements, supplemental arrangements and amendments) shall in any case take precedence over these terms and conditions of purchase. For the content of such arrangements, reference shall be a written contract or our confirmation in writing or in text form.

**2.2** Our orders may only be accepted either through an order confirmation in writing or in text form within two weeks of the date of the order or by sending the goods without reservation. Any delayed acceptance shall be treated as a new offer and shall require our acceptance. Call-off orders shall be binding if the supplier does not contradict them within three working days of receipt. Order confirmations which deviate from our orders in terms of prices, delivery dates or production data constitute a rejection of our order process. The text of the order, technical documents (drawings etc.) or product descriptions shall be decisive for order processing. Amendments, additions or other deviations must be expressly mentioned in the order confirmation or set out in technical documentation (drawings etc.) and approved by us. A reference to the supplier's terms and conditions of sale shall not suffice.

**3. Prices and payment terms**

**3.1** The prices listed in the order are fixed prices. The prices include "FCA" delivery for Italian suppliers and "DAP" delivery for non Italian suppliers as well as packaging, unless expressly agreed otherwise in writing. Unless expressly agreed otherwise, all Incoterms refer to the Incoterms published by the International Chamber of Commerce (ICC) in their most recently published version. In the exceptional case where no prices are stated, the supplier's price list published at the time the order was placed shall apply with the deductions as referred to in this section. Statutory value-added tax shall be shown separately. Otherwise it is deemed included in the price.

**3.2** Where the supplier has taken on the assembly, installation and/or commissioning of a product and where nothing else is agreed in writing, the supplier shall bear all the necessary incidental costs such as, e.g., travel expenses and provision of the tools. No remuneration or compensation will be paid for visits or the preparation of bids, projects etc.

**3.3** Each order will be invoiced separately. The invoice shall clearly state the order number shown in our order, the order position, the order date, the supplier number as well as our item number, the customs tariff number, the source country and the preference indicator. Invoices are not to be paid as long as any of this information is missing.

**3.4** In the case of invoices which are not sufficiently identifiable, in particular where order references are incomplete and numbers are missing, the time period for compliance with the date of payment shall only commence after this is fully clarified by the supplier. Where certificates, documentation, materials tests, test reports etc. which form an integral part of the order are not enclosed with the invoice or delivery, the time period for compliance with the date of payment shall commence once these documents are received in full. The invoice must, even in the case of delivery in instalments, be sent to us separately upon the dispatch of the consignment. The invoice issued by Italian suppliers will only be processed once we have received the receipt of delivery of the invoice to the Italian Tax Agency's Interchange System.

**3.5** Invoices shall be issued in the currency specified in the order and otherwise in EUR; payments shall be made exclusively in EUR unless a different currency is specified in the order.

**3.6** We shall make payment at our choice by bank transfer and, unless otherwise agreed, following acceptance of the delivery and receipt of the supplier's verifiable invoice (receipt shall be determined from the customer's incoming mail stamp or, for Italian suppliers, from the receipt of delivery of the invoice to the Italian Tax Agency's Interchange System) as well as transfer of all documentation belonging to the items delivered within 60 days without deductions.

**3.7** If the invoice has arrived before receipt of the goods to be delivered or if the delivered goods contain defects, the period for compliance with the date of payment shall only begin with the arrival of the (defect-free) goods.

**3.8** We shall be entitled to retain the invoice amount in accordance with the statutory terms until the complete removal of defects related to delivery and service.

**3.9** Payments do not constitute the recognition of the contractually agreed deliveries or services.

**4. Delivery terms and delivery period**

**4.1** Where delivery is not made within the agreed delivery period or the supplier defaults, our rights shall be determined in accordance with the statutory terms unless otherwise agreed below.

**4.2** The deadlines listed in the order or agreed elsewhere are binding and shall be strictly complied with. The supplier shall immediately inform us in writing of any imminent delay or exceedance of the agreed dates and deadlines, giving reasons for the same and their anticipated duration.

**4.3** The delivery periods fixed in our orders shall commence upon the date of the order. Deliveries are only possible at the agreed times. Goods are accepted only on Monday to Thursday between 7.30am and 9.15am, 9.30am and 12 noon, 12.30pm and 3.30pm and on Fridays between 7.30am and 9.00am and between 9.30am and 1pm.

**4.4** Part deliveries and early deliveries are only permitted if we have expressly indicated our agreement to this. Entitlement to payment shall, however, only fall due on the originally agreed delivery date.

**4.5** If the supplier is in default we shall, in addition to any further statutory claims, be entitled to charge a penalty for breach of contract in the amount of 0.2% of the order value per calendar day but not more than 5% of the order value; the order value is understood as the agreed remuneration upon completion of the contract. We are obliged declare the reservation of the contractual penalty for breach of contract no later than upon payment of the invoice following the late delivery.

**4.6** The acceptance of the late delivery/service does not imply a waiver of damage claims. This shall be without prejudice to any further statutory claims. In enforcing damage claims any contractual penalty which may already have been imposed shall be offset against the asserted damages.

**4.7** Where required by us in the order, a works inspection certificate in line with EN 10204 or an equivalent internationally recognised inspection certificate listing the characteristics agreed with the supplier shall be enclosed with the delivery along with the delivery note. Where required in our order, full initial sample documentation must be enclosed with initial deliveries, in particular those intended as samples. We must receive an advice specifying our order information on the day of dispatch of each freight delivery.

**4.8** Where, as a result of force majeure, the supplier is unable to deliver on time either wholly or in part or where the acceptance or use of the delivery in our business or by our customer is rendered impossible or rendered substantially more difficult as a result of force majeure, our duty of acceptance shall be postponed as appropriate in line with our actual requirements. If we or our supplier are affected by force majeure, we shall be entitled, at our discretion, to cancel the contract wholly or in part.

**5. Place of performance, transfer of risk, acquisition of title**

**5.1** The place of performance shall be the place to which, according to the order, the goods are to be delivered or where the works or services are to be carried out. The place of performance for our payments is Milan, Italy.

**5.2** Delivery shall be made by the supplier, properly packaged for transportation FCA for Italian suppliers and DAP for non Italian suppliers, to the address indicated by us or shall be generated there. The risk of the delivery's accidental destruction [loss] or accidental deterioration shall only pass over to us upon acceptance by us or by the carrier instructed by us at the agreed place of performance or following final acceptance of the delivery, whichever is the later in time.

**5.3** Upon the transfer of risk at the place of performance or handover to a carrier specifically instructed by us we shall acquire title to the goods without the reservation of any rights whatsoever for the supplier.

**5.4** Where machines and equipment are being supplied, risk shall only pass following final acceptance at the place of performance.

**6. Retention of title, tools, documentation**

**6.1** We reserve title to the goods provided by us (e.g. parts, components, semi-finished goods).

**6.2** The reservation of title also extends to the full value of the products arising as a result of processing, mixing or combining our goods whereby these processes are carried out for us so that we are considered to be the manufacturers. In those cases where our products are processed, mixed or combined with goods belonging to third parties with existing proprietary rights, we shall acquire joint ownership pro rata to the objective value of these goods.

**6.3** Tools made available to the supplier and tools manufactured by the supplier on our instructions or ordered from third parties shall, where we have contributed to the cost, remain our property or shall become our property on manufacture or acquisition by the supplier and must be clearly marked as our property.

**6.4** The supplier is obliged to keep the tools for us free of charge, to insure them adequately and upon request to provide us with evidence of the insurance cover. Unless otherwise agreed, the supplier shall be obliged to use the tools exclusively for the manufacture of the parts determined by us.

**6.5** The supplier shall, at its own expense, maintain and repair the tools provided. Upon the expiry of the contract the supplier shall surrender the tools to us immediately upon our request without its having any right of retention. When the tools are surrendered they must be in a flawless condition which, both technically and in terms of their appearance, corresponds to their previous use. Maintenance costs shall be for the supplier's account. In no case may the supplier dispose of the tools as scrap without our written consent.

**6.6** All documentation (e.g. drawings, images, test specifications), samples and models, tools and other items which we make available to the supplier in the context of the business relationship remain our property and shall, at our choice, either be surrendered at our request at any time but no later than upon the termination of the business relationship (including any copies, transcripts, extracts and replicas) or destroyed at the supplier's expense. The supplier has no right of retention. Models, templates and similar items produced by the supplier or by a third party and used by the supplier shall, where they are invoiced to us, be our property and are to be surrendered to us with delivery of the parts unless otherwise agreed in writing.

**7. Confidentiality**

**7.1** The supplier shall not disclose to third parties any information, formulations, drawings, models, tools, technical records, procedural methods, software or other technical or commercial know-how or deliverables obtained thereby to which we have given access or which have been revealed to the supplier via us (further "confidential information"). Such information may only be used in the supplier's business exclusively for the performance of deliveries to us and may only be made accessible to such persons who, in the context of the business relationship, must have knowledge of the confidential information and are bound by a duty of non-disclosure under this provision. This shall also apply beyond the duration of the business relationship for as long as and to the extent that the supplier is unable to prove that the confidential information was already known at the time it was obtained or that it was common knowledge or subsequently became common knowledge other than through the fault of the supplier.

**7.2** The use of confidential information for purposes other than those indicated renders the supplier liable to pay damages.

**7.3** The disclosure of confidential information and any transmission of documents, samples or models shall not give rise for the supplier to any entitlement whatsoever to industrial property rights, know-how or copyright and shall not represent a prior publication or right of prior use within the meaning of the Italian Code of Industrial Property e Italian Copyright Law (Codice della Proprietà Industriale e Legge in materia di diritto d'autore).

**8. Warranty, other liability and rights**

**8.1** Unless otherwise specified below, the statutory terms shall apply in relation to our rights in case of material defects and defects of title affecting the goods (including wrong delivery and short delivery, and deficient assembly, operating or instruction manual) and in case of other breaches of obligation by the supplier.

**8.2** Contrary to Art. 1491 of the Italian Civil Code, Second Sentence we shall be entitled to claims for defects according to Art. 1490 of the Italian Civil Code even if the defect was easily recognised at the time the contract was concluded.

**8.3** We check the delivered goods against the accompanying documentation only for the purpose of identifying them and to verify the quantity as well as to look for any outwardly visible damage caused during transportation. Within a reasonable period of at least 20 working days from discovery we shall notify the supplier of any defects in delivery once they are ascertained during our proper course of business. In case of any defects which are not apparent even within the context of proper examinations, this period shall commence upon discovery of the defect. In case of delivery of machinery, machine parts and machine-type equipment which are to be assembled at our premises by the supplier or by third parties instructed by it, the notice period for defects shall commence as soon as the equipment is operational following its assembly.

**8.4** Unless provided otherwise in this clause, the supplier shall be liable in accordance with the statutory terms, in particular for delivery defects, without such liability being limited or excluded on the basis of cause or amount, and shall indemnify us to such extent against third-party claims.

**8.5** As a rule, the choice of the kind of supplementary performance (removal of the defect or delivery of a replacement) shall be ours. The supplier shall bear all the necessary expenditure for the purpose of supplementary performance. This shall include, inter alia, assembly and removal costs, the costs of transport, infrastructure, work and materials as well as of dispatching and returning the defective delivery items. Items are dispatched at the supplier's risk.

**8.6** Should the supplier fail to meet its supplementary performance obligation within a reasonable time limit specified by us, we can remove the defects ourselves and request reimbursement from the supplier for the expenditure necessary in this regard. Where supplementary performance by the supplier has

failed or is not acceptable to us (e.g. due to particular urgency, risk to operational safety or the threat of unreasonable damage occurring), we are not required to set a time limit; we shall inform the supplier of such circumstances promptly and, where possible, in advance.

**8.7** Otherwise we are entitled in the case of a material defect or defect of title to a reduction in the purchase price or rescission of the contract in accordance with the statutory provisions. In addition, we are entitled to damages and reimbursement of expenditure in accordance with the statutory provisions.

**8.8** To the extent that, in the context of its duty to remove defects, the supplier makes a new delivery or rectifies the defect, the limitation periods regulated in Clause 9 shall start afresh.

**8.9** In the event that the supplier intends to make any changes to the products (for example, in the chemical composition or design) and/or the manufacturing process of the same, you must give us at least three months' notice and we shall be entitled to terminate these General Terms and Conditions and any orders already placed with you if we do not consider such changes to be acceptable to you. In the event that the right of withdrawal is exercised, the supplier shall not be entitled to any amount whatsoever as a result of such exercise.

## 9. Limitation periods

**9.1** Unless stated otherwise, the limitation period for the contractual parties' mutual rights shall be governed by the statutory provisions.

**9.2** Contrary to Art. 1495, third paragraph of Italian Civil Code, the limitation period for claims in relation to material defects shall be 3 years from transfer of title. Where acceptance is agreed, the limitation period shall begin to run upon acceptance. In case of claims resulting from contracts for services and works, contrary to art. 1667, 3° par. of Italian Civil Code claims for defects shall become time-barred 30 months after the written final acceptance. This shall not apply to deliveries that, consistent with their common application, are used in buildings and have caused the building's defectiveness, in that case claims will lapse after 10 years. This provision is without prejudice to the further legal rights to which we are entitled, in particular under art. 1490, 1492, 493, 1494 of the Italian Civil Code.

**9.3** In case of defects of title the supplier shall additionally indemnify us against any existing third-party claims. For defects of title, the limitation period shall also be 10 years, according to art. 2946 of Italian Civil Code in which case this is without prejudice to the further legal rights to which we are entitled. Claims in relation to defects of title shall furthermore in no case become time-barred if the third party is still able to enforce its rights against us, particularly in the absence of any limitation period.

## 10. Product liability

**10.1** The supplier indemnifies us against all third-party claims due to and in connection with personal injury or material loss or damage if and insofar as the cause of this lies within the supplier's remit and organisational sphere. In this context the supplier shall also be obliged to reimburse us all expenditure which is incurred by us due to or in connection with a product recall or any other measure carried out by us. This shall be without prejudice to any further statutory claims.

**10.2** The supplier undertakes to take out extended insurance cover for product liability and product recall costs with an insured amount of, in each case, at least EUR 5,000,000 (five million euros) per event of personal injury/material loss or damage - all-inclusive; our claims shall not, however, be limited to the insured amount.

## 11. Subcontracting to third parties

Subcontracting to third parties shall only be permitted with our written consent; otherwise we shall be entitled to rescind the contract wholly or in part and to claim damages.

## 12. Industrial property rights, copyright

**12.1** The supplier guarantees that the goods, items and equipment supplied and their use are free of industrial property rights, copyright and other third-party rights, free from liens and/or any prejudicial inscriptions or transcriptions, that no third-party intellectual property is being infringed and there is no breach of statutory or official regulations.

**12.2** The supplier shall be obliged to indemnify us and our customers against all claims brought against us or our customers by third parties as a result of or in connection with the deliveries or their application.

**12.3** The supplier's indemnity obligation shall cover all expenditure incurred by us due to or in connection with utilisation via a third party.

## 13. Quality assurance, CFSI

**13.1** The supplier undertakes to maintain throughout the whole of the business relationship a quality management system DIN EN ISO 9000 et seq, which must guarantee the flawless quality of the deliveries to us, to monitor it at regular intervals through an internal audit and where deviations are discovered, to implement the necessary measures without delay. We shall have the right to verify the supplier's quality assurance at any time following prior notice. The supplier shall, upon request, grant us access to certification and audit reports as well as to test procedures carried out, including all test records and documentation concerning the delivery.

**13.2** Suppliers who perform calibration shall carry out this calibration according to the requirements of DIN EN ISO 17025. Each calibration shall be traceable to national and international norms. Subcontracting of calibration to third parties shall only be permitted if such subcontractor is certified accordingly and proof of certification is presented to us. If an adjustment of the measuring device becomes necessary in the course of the calibration procedures, supplier shall document the condition of the device before and after each adjustment.

**13.3** Supplier shall take the necessary precautions in order to reduce the risk of CFSI (Counterfeit, Fraudulent and Suspicious Items) entering the supply chain. All of supplier's purchasers must be aware of the risks and dangers associated with CFSI entering the supply chain and must understand their role in the mitigation of such risks.

## 14. Advertising

Reference to our orders for advertising purposes shall only be permitted with our express agreement.

## 15. Assignment of claims

**15.1** Without our prior written agreement the supplier shall not be entitled to assign its claims against us either wholly or in part or to dispose of them in any other way.

**15.2** We shall be entitled to the statutory rights of set-off and of exception of non-performance pursuant to Article 1460 of Italian Civil Code.

## 16. Ecology/the environment; occupational safety; REACh; conflict minerals; other statutory requirements

**16.1** The supplier is obliged to appropriately mark and label products which are subject to the flammable or dangerous goods regulation. Where no proper notification is given the supplier shall be liable to us for the resulting loss or damage. The same shall apply to third-party loss or damage where claims are made against us by third parties as a result of such loss or damage.

**16.2** The supplier acknowledges that, as manufacturers of goods/articles, we are a so-called "Downstream User" within the meaning of the European Community Regulation concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals No. 1907/2006 ("REACh") and warrants that it will comply with all REACh requirements, in particular those which are necessary in order to be able to process, sell or market within the EU, in particular: (a) to comply with the obligation to inform in Art. 33 REACh Regulation, according to which a supplier is obliged to notify its customer (EagleBurgmann Italia Srl) promptly and without delay of the existence of substances of very high concern (SVHC) with more

than 0,1 % and if necessary to give instructions for a safe use. The notification shall contain the material number, the substance of concern and its percentage share on weight by weight basis and must be sent via email. The latest list of substances of concern is available at <https://echa.europa.eu/de/candidate-list-table>. It must be noted that this list is updated twice every year and that the most recent list only may be used as reference. If we don't receive such notification about the existence of SVHC from the supplier, we assume that the products delivered by the supplier do not contain SVHC with a share of more than 0,1%. Should the supplier deliver products containing SVHC without such prior notification according to Art. 33 REACh Regulation, we reserve the right to claim any resulting cost or damage -whether they incur at EagleBurgmann Italia Srl or at third parties- from the supplier.(b) to pre-register, register or approve chemical substances or preparations to the extent legally required, (c) to implement internal organisational measures documenting compliance with REACh, (d) to ensure that a use of chemical substances or preparations within goods (including packing materials) which we or our customers have notified/reported to the supplier is covered by the corresponding (pre-) registration or approval if necessary, and (e) not to sell/deliver any goods of any kind that contain banned substances ((a) to (e) together being "REACh compliance").

**16.3** The supplier accepts that breaches of REACh compliance result, as a matter of principle within the meaning of applicable law, in a defect in the material, the preparation or other goods/articles and it shall indemnify us against all claims, obligations, costs and loss or damage caused by the supplier as a result of a breach of the aforesaid REACh compliance and shall at its own expense support us in the enforcement of the same.

**16.4** In addition, the supplier confirms to comply with all directives, laws and regulations applicable in the European Union - even if these are not applicable at its registered office - and to only deliver to us such delivery items that are compliant with the applicable regulations (in particular POP Regulation, EU 2019/1021).

**16.5** The supplier of raw materials used for BT line products has implemented an HSE management system analogous to ISO 14001, ISO 45001 and ISO 50001. It continuously undertakes to improve its environmental performance as well as workplace safety. The target for occupational safety is "Zero accidents". Furthermore, through appropriate risk and crisis management, the supplier shall contribute to the avoidance of any missed deliveries caused by disruptions in the production process (fire, strike etc.).

**16.6** The supplier undertakes to comply with ILO (*International Labour Organization*) Standards.

**16.7** The supplier must provide us with all the information that we need in order to be able to meet our customers' requirements or requests at short notice as well as to comply with any statutory requirements (e.g. the Dodd-Frank Act Section 1502 Conflict Minerals). This applies both in relation to requirements from third countries as well as those of the European Union and Italy.

## 17. Compliance; export controls; customs

**17.1** With regard to the existing business relationship with us, the supplier undertakes to comply with all laws applicable to it as well as the specifications in compliance codes or other codes notified to it by us.

**17.2** The supplier guarantees that it maintains no direct or indirect commercial or other ties with terrorists, terrorist organisations or other criminal or anti-constitutional organisations. In particular, through adopting suitable organisational measures, the supplier shall independently ensure the implementation of applicable embargo orders, the European anti-terrorism and anti-crime regulations applicable in the context of the supplier relationship as well as the corresponding US and other applicable provisions in the context of its business operations, particularly through appropriate software systems.

**17.3** Where prohibitions or consent obligations currently exist under the current EU Dual-Use Regulation, under any applicable Italian legislation or the current US Commerce Control List for manufactured or delivered goods (products, software, technology) as such or as components or auxiliary equipment, the supplier shall automatically notify this in writing.

**17.4** The supplier undertakes to keep evidence of the origin of the goods, i.e. the supplier must promptly supply the necessary declarations regarding the goods' origin in terms of trade and preferences (supplier declaration or certificate of origin) and also promptly and automatically give notice of any change of origin. Where relevant, the supplier shall give evidence of its information on the origin of the goods by way of a data sheet issued by its customs office. If the supplier fails to comply with this obligation, it shall be liable for all loss or damage and commercial disadvantages thereby arising.

## 18. Compliance with Legislative Decree no. 231/2001

**18.1** In the execution of the contract with us, the supplier shall take the utmost care to comply with the provisions of Legislative Decree no. 231/2001 and subsequent amendments, it being understood that the activities covered by these terms and conditions of purchase and the related contracts shall be carried out in compliance with the principles of fairness, good faith and respect for the laws and regulations in force.

**18.2** With particular reference to the regulations introduced by Legislative Decree No. 231/2001 (the "Decree"), the supplier acknowledges that EagleBurgmann Italia Srl has adopted the "Organisation, Management and Control Model pursuant to Legislative Decree No. 231 of 8 June 2001" (the "Model"), which constitutes the reference framework of the specific control procedures aimed at preventing the commission, by its representatives and/or employees and/or collaborators, of any offences that could give rise to administrative liability in the cases provided for by the Decree.

**18.3** The Model and the Code of Conduct are published on EagleBurgmann Italia Srl website (at the address: the Model at [https://www.eagleburgmann.it/media/subsidiary-content/italy-ebit-1-ebbt/eagleburgmann\\_modello-organizzativo-231\\_rev-01.pdf](https://www.eagleburgmann.it/media/subsidiary-content/italy-ebit-1-ebbt/eagleburgmann_modello-organizzativo-231_rev-01.pdf) and the Code of Conduct at <https://www.eagleburgmann.it/media/subsidiary-content/italy-ebit-1-ebbt/codice-etico-di-condotta.pdf>).

**18.4** In order to guarantee the effective and efficient prevention of the offences covered by the Decree, the Model is also intended for external parties (professionals, suppliers, business partners, etc.) who have contractual relations with EagleBurgmann Italia Srl and who are therefore required to comply with the provisions and principles set out in the Model. Any violations of the same shall entail the termination of this Contract.

**18.5** In connection with the foregoing, acceptance of these general terms and conditions shall be deemed a declaration:

- A. of acknowledgement and knowledge of the contents of the Organisation, Management and Control Model pursuant to Legislative Decree No. 231/2001, as well as the Code of Conduct;
- B. of commitment, in the performance of the contractual relationship, also for its own employees/collaborators: (i) to comply with the principles contained in the aforesaid Model, to the extent of their competence, (ii) to adopt, in the performance of the contractual services, all appropriate measures to prevent conduct relevant under Legislative Decree no. 231/2001, and (iii) to promptly inform the Supervisory Board (at the address "Organismo di Vigilanza" at EagleBurgmann Italia Srl, Via Fontana n. 2, 20122 Milano) of any act, fact or conduct of which they become aware that may give rise to the reasonable belief that one of the offences falling within the scope of Legislative Decree no. 231/2001 has been committed;
- C. to be aware that the breach of the above commitments or, in any case, any unlawful conduct, relevant for the purposes of the application of Legislative Decree No. 231/2001, occurring on the occasion of or in any case in connection with the performance of the contractual relationship, shall constitute to all intents and purposes a serious breach pursuant to Article 1455 of the Italian Civil Code, and shall consequently determine the legal termination of this Agreement pursuant to Article 1456 of the Italian Civil Code.

## 19. Applicable law, jurisdiction

**19.1** The law of Italy shall apply exclusively to these purchase terms and conditions and to the entire legal relations between ourselves and the supplier. The application of the UN Convention on Contracts

for the International Sale of Goods (CISG) and other bilateral and multilateral treaties for the purpose of unifying international sales shall be excluded.

**19.2** The exclusive place of jurisdiction for all claims arising from the business relations with the supplier, in particular from contracts or concerning their validity, shall be Milan, Italy.

**19.3** Where the supplier has its registered offices outside Italy, we shall then additionally be entitled, at our discretion, to have all claims, disputes or differences of opinion arising from the business relations with suppliers regulated conclusively and in a manner that is binding in accordance with the arbitration court regulation of the Chamber of Arbitration of Milan subject to the exclusion of ordinary legal proceedings. The court of arbitration is based in Milan. The language of the arbitration proceedings shall be Italian unless the supplier requests English as the language of the proceedings.

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Last updated: 06/2024

Pursuant to and for the purposes of art. 1341 and 1342 I.C.C., the supplier approves the following articles of these general terms and conditions: 3.8, 4.5, 4.6, 4.8,7.2, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7, 8.8, 9.2, 10, 11, 12.2,12.3, 15, 16.3, 17.4, 18.5 let C, 19.

The Supplier

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