



## GENERAL CONDITIONS OF PURCHASE

### **Article 1. Definitions**

1.1 For the purposes of these General Conditions of Purchase (hereinafter "GCP"), the terms below shall have the following meaning:

- a) "**Purchaser**" shall mean Ecor International S.p.A. with registered office in Via Friuli 11, 36015, Schio (VI), Tax Code and VAT no. 03511040242;
- b) "**GCP**" shall mean these General Conditions of Purchase;
- c) "**Product**" (plural "Products") shall mean any product or service, or outsourced material related to the Closed Purchase Order and the Master Purchase Order;
- d) "**Closed Purchase Order**" shall mean the Purchaser's proposal for the purchase of Products, in accordance with the General Conditions of Purchase. The Closed Purchase Order is issued by the SAP management software bearing the identification number 45 (the remaining digits are indicated in sequential order);
- e) "**Master Purchase Order**" shall mean the Purchaser's proposal for the purchase of Products, within the months defined between the **Parties** after the Master Purchase Order is sent, in accordance with the General Conditions of Purchase. The Master Purchase Order is issued by the SAP management software bearing the identification number 46 (the remaining digits are indicated in sequential order).  
Please note that the Closed Purchase Order and Master Purchase Order are jointly referred to as "Orders";
- f) "**Order Confirmation**" shall mean the document with which the purchase contract between the Parties is concluded;
- g) "**Parties**" shall mean jointly the Purchaser and the Supplier;
- h) "**Supplier**" shall mean any person who sells or provides goods or services of any kind to the Purchaser in execution of Orders issued by the latter.

### **Article 2. Efficacy of the General Conditions**

2.1 These GCP are applicable even if not expressly referred to and undersigned in each individual order.

2.2 Moreover, unless exceptions are made in writing by terms and conditions set out in the individual order and/or any supply framework contracts signed by the **Parties**, these GCP terms and conditions shall govern all supplies and shall take precedence over any differing clause set by the **Supplier** in its general terms and conditions of sale, order confirmations, invoices or any other commercial and/or fiscal documents.

2.3 In addition, these GCP shall be effective until they have been expressly revoked by the **Purchaser** or replaced by new conditions.

2.4 It is understood that these GCP are not binding on the **Purchaser** to send future Purchase Orders to the **Supplier**.

2.5 Under no circumstances will the general conditions affixed to order confirmations and/or other documents sent by the **Supplier** be deemed applicable.

### **Article 3. Closed Purchase Orders and Order Confirmations. Cancellation, changes to delivery terms**

3.1 Closed Purchase Orders shall be issued in writing and shall contain the following elements:

- goods and/or work and/or services of the individual Purchase Order (hereinafter the "Products");



- quantity and characteristics of the goods and/or work and/or services; technical specifications and/or drawings, requests for documents and/or certificates;
- prices, payment terms and methods;
- any special purchase conditions, including exceptions to these GCP.

**3.2** Closed Purchase Orders sent by the **Purchaser** via email are always understood to be an integral part of these GCP.

**3.3** The Order Confirmation issued by the **Supplier** shall be sent in writing within 3 (three) working days of receipt of the Closed Purchase Order; therefore, the Closed Purchase Order shall be deemed to have been completed when the relative acceptance is received by the **Purchaser**.

If the **Purchaser** does not receive the Order Confirmation within the deadline referred to in art. 3.3, the Closed Purchase Order shall be deemed to have been fully accepted by the **Supplier**.

**3.4** No verbal agreement between the **Parties** shall be binding on the **Purchaser**.

**3.5** In the event that the **Supplier** makes any changes to the Closed Purchase Order issued by the **Purchaser** in the Order Confirmation, the contract shall be deemed to have been concluded if, after 5 (five) working days from receipt of the Order Confirmation by the **Purchaser**, the latter has not submitted any written objection to the **Supplier**.

**3.6** The **Purchaser** reserves the right to:

- a. revoke the Closed Purchase Order issued within 6 (six) months of receipt of the Order Confirmation by the **Supplier**. Please note that in such cases, the **Supplier** shall not be entitled to claim any compensation and/or indemnity;
- b. notify the **Supplier** of the change in the delivery terms of Closed Purchase Orders within 6 (six) months of receipt by the **Supplier** of the order Confirmation without this entitling the same to claim compensation for any damages or increased costs.

#### **Article 4- Master Purchase Orders**

**4.1** With the purpose of providing a general indication of delivery schedules, the **Purchaser** may issue Master Purchase Orders, indicating the type of Products, their prices, the scheduled quantity and other specific terms not envisaged by these GCP. As stated above, these Master Purchase Orders are mainly used for scheduling purposes and serve as support documents for Production planning.

**4.2** The **Supplier** shall confirm to the **Purchaser** the acceptance of the Master Purchase Order by sending the order Confirmation.

**4.3** It remains understood that the Master Purchase Orders shall be specified by subsequent Closed Purchase Orders, referring to the Products, quantities, and conditions indicated in the same Master Purchase Orders.

**4.4** Please note that the delivery terms of the Products indicated in the Master Purchase Orders are indicative and can be amended in the Closed Purchase Orders; therefore, the **Supplier** is not entitled to any compensation and/or indemnity in the event of non-compliance with the aforementioned terms, that is, if the Closed Purchase Order is not sent within the time limit indicated in the Master Purchase Order.

**4.5** Master Purchase Orders are renewed by issuing a new Master Purchase Order.

#### **Article 5. Product Prices**

**5.1** The Products shall be supplied at the price agreed on the relative Closed Purchase Order.



**5.2** The price indicated in the Closed Purchase Order and accepted in accordance with Article 3 of these GCP shall be fixed and not subject to revision and/or adjustment.

**5.3** Unless otherwise agreed between the **Parties**, the price indicated in the Closed Purchase Order shall be expressed in Euro, exclusive of VAT.

**5.4** Unless otherwise agreed between the **Parties**, the price of the Products shall include the services regarding the testing, assembly, packaging and/or installation of the Products.

**5.5** In the event that, under exceptional circumstances, the price of the Products is not stated in the Closed Purchase Order, this shall be agreed in advance in writing with **Purchaser** prior to the issue of the sales invoice.

#### **Article 6. Payment terms**

**6.1** Payment for the Products shall be effected pursuant to the terms and conditions specified in the individual Closed Purchase Order or in separate written agreements between the **Parties**.

**6.2** The day of receipt of the Products shall be used to determine the payment deadlines. It should be noted that for Products delivered in advance of the date indicated on the Closed Purchase Order, the payment deadline shall remain that envisaged in the Closed Purchase Order.

**6.3** Unless otherwise agreed between the **Parties**, in the case of any partial deliveries, payment of the total price of the supply shall be determined as of the day the entire delivery is completed.

**6.4** The **Purchaser** may suspend or delay payment of the price of the Products in the event of faults, defects, discrepancies, malfunctions and, in any event, any breach by the **Supplier** of its obligations arising from the supply of the Products.

**6.5** Payment shall only be effected after the **Supplier** issue the relative invoice.

**6.6** The invoice shall be sent to the Administration department of the **Purchaser**, using this email address [fatture@ecor-international.com](mailto:fatture@ecor-international.com). Please note that the invoice must indicate the number and date of issue of the Closed Purchase Order, as well as the reference codes of each Product and the position of the Closed Purchase Order row to which the invoice refers.

**6.7** It is understood that, in the event of any delay of the agreed payment, no interest on arrears will be charged to the **Purchaser** in derogation of the provisions envisaged by Legislative Decree no. 231/2002.

**6.8** The **Purchaser** may compensate for any receivables due to the **Supplier**.

#### **Article 7. Non-assignment of credit**

**7.1** By way of derogation from the provisions of Arts. 1260 et seq. of the Italian Civil Code, the receivable arising from the supply of the Products may not under any circumstances be assigned to any third parties, unless otherwise agreed in writing between the **Parties**.

#### **Article 8. Products**

**8.1** The technical characteristics of the Products requested by the **Purchaser** in the Closed Purchase Order or in another document concerning the Products to be supplied, are an integral part of the contract and constitute essential qualities pursuant to art. 1497 of the Italian Civil Code.



**8.2** The **Supplier**, taking into account the technical specifications required by the **Purchaser**, shall not make any changes to the supplied Products without the prior written consent of the **Purchaser**.

#### **Article 9. Quality of Product supplies**

**9.1** Conformity of the supplied Products must be assured by the **Supplier** prior to delivery through the use of appropriate instruments in addition to suitable technical expertise.

The **Purchaser** also reserves the right to appoint third-party companies to carry appropriate inspections during the loading of the Products on the means of transport agreed between the **Parties**; this refers to the Products indicated in the Closed Purchase Order so as to verify their consistency with what has been agreed between the **Parties**.

**9.2** The **Supplier**, subject to appropriate prior notice by the **Purchaser**, authorises the **Purchaser** to carry out checks and/or tests and/or inspections at the premises of the **Supplier** in order to verify the eligibility of the equipment used by the **Supplier**, the management of Production capacity, in addition to the Production processes and the possession of suitable technical skills and expertise required for the realisation and/or manufacturing of the Products.

**9.3** In any case, the **Supplier** shall be fully responsible for the quality and/or conformity of the Products sold, holding the **Purchaser** harmless against any checks and/or tests before use thereof.

**9.4** It should therefore be noted that, under no circumstances shall the acceptance on the part of the **Purchaser** of the Products delivered by the **Supplier** relieve the latter of any liability concerning the nonconformity of the Products with the technical specifications and for the presence of faults and/or defects, as illustrated in art. 12 below.

**9.5** All deliveries of the Products must always be accompanied by the following documents:

- material certificates as per EN 10204 3.1 (in English), where applicable;
- certificate of Conformity of the Products with the supply specifications (according to EN 10204 2.1), where applicable;
- safety data sheets and/or Product technical sheets, where applicable;
- use and maintenance manuals and EC declarations, where applicable.

Furthermore, where expressly requested by the **Purchaser** in the Closed Purchase Order or in writing, the deliveries of the Products shall be accompanied by the following documents:

- control procedure drawn up by the Purchaser;
- inspection and/or test certificates;
- other documentation deemed suitable by the **Purchaser**.

Please note that all documents must be sent to the following email address: [certificati@ecor-international.com](mailto:certificati@ecor-international.com).

**9.7** Any requests for exceptions to the technical specifications by the **Supplier** shall be approved in writing by the **Purchaser**, as well as any changes to the Production cycle used to manufacture the Products.

#### **Article 10. Obligations of the Supplier**

**10.1** The **Supplier** shall identify and store the semi-finished and finished Products on behalf of the **Purchaser**, as well as any equipment and/or materials owned by the **Purchaser** in specific areas agreed with the **Purchaser** within the premises of the **Supplier**.



**10.2** The **Supplier** must ensure that any provision of the law, specifically with regard to laws concerning occupational health and safety and environmental protection applicable to its organisation and/or to the processing carried out and/or the Product manufactured.

**10.3** The **Supplier** authorises the **Purchaser** to carry out, also with the support of qualified professionals, audits at the premises of the former to monitor the state of conformity with statutory requirements applicable to the Product and/or the organisation of the **Supplier**;

**10.4** The **Supplier** authorises and grants access to its company facilities to the **Purchaser**, its customers and any Authorities.

**10.5** If the Purchase Order requires compliance with specific standards envisaging requirements applicable to the Product, the revision no. of such standards shall be that in force on the date the Order was issued by the **Purchaser**.

The **Supplier** is required to verify the status of the standard (current revision no.) and to comply with the requirements expressed in the supply of the Product.

**10.6** Moreover, the **Supplier** undertakes to comply with the following obligations:

- as regards to substances and/or mixtures falling within the scope of the European REACH and CLP regulations, the **Supplier** undertakes to comply with all applicable obligations, including mandatory communications to the **Purchaser** (so-called "REACH Declaration") in its capacity as a professional user of those substances and/or mixtures. In addition, for each chemical Product, substance and/or mixture supplied, a Safety Data Sheet (so-called "SDS") must be provided, updated in the format required by law, in Italian and/or English, and sent to the following email address: [certificati@ecor-international.com](mailto:certificati@ecor-international.com);
- As regards to the supply of electrical and electronic equipment (so-called "EEE"), pursuant to RoHS Directive 2011/65/EU, the **Supplier** is required to draw up an appropriate certificate (so-called "RoHS Certificate");
- The **Supplier** expressly declares and confirms that it does not use any of the materials defined by applicable law as "Conflict Minerals" for the Production of the Products falling within the scope of these GCP and any other agreements between the **Parties**, and undertakes to carry out an appropriate due diligence on its supply chain to ensure such compliance.

If the **Supplier** or any of its sub-suppliers uses any of the Conflict Minerals, the **Purchaser** must be notified immediately.

## **Article 11. Insurance**

**11.1** The **Supplier** agrees to take out, if not already in place, at its own expense, appropriate insurance policies covering Third Party Liability (TPL) risks, Workers Compensation Liability (WCL) risks and Product liability.

**11.2** The **Supplier** shall also take out, at its own expense, appropriate insurance cover against all risks related to the shipment, transportation and delivery of the Products, unless otherwise agreed in the Closed Purchase Order.

## **Article 12. Guarantees. Discrepancy penalties**

**12.1** The **Supplier** hereby expressly guarantees:

- a. that the Products are delivered free of liens or other real guarantees attached, as well as constraint by retention of titles as such title of ownership shall be fully and legitimately transferred to the **Purchaser**;

- b. the conformity of the Products supplied with what is expressly agreed, including the consequences arising from the delivery of Products showing any form of discrepancy in relation to the Closed Purchase Order;
- c. the conformity of the Products with all the regulations in force in Italy and in the European Union, making particular reference to the safety of the Products, hence relieving the **Purchaser** of any possible burden or damage therein.

**12.2** Acceptance of the Products delivered to the **Purchaser** shall not constitute recognition of their conformity with the Closed Purchase Order, even with regard to any apparent defects. There is therefore no obligation for the **Purchaser** to unpack the Products upon receipt of the Products themselves.

**12.3** The Products received by the **Purchaser** shall be deemed accepted subject to verification of quantity, quality, presence or otherwise of apparent and/or concealed defects, and delivery terms. These can be challenged even after the terms envisaged by the Italian Civil Code and, in any case, no later than 3 (three) months from delivery.

**12.4** In the event that the delivered Products fail to comply with the technical specifications envisaged in art. 9 above, or present defects and/or faults (hereinafter the "Defective Products"), within the scope of the above warranty, i.e. within 3 (three) months of delivery, the **Supplier** shall, at the **Purchaser's** request and choice, be obliged, alternatively to:

- a. collect and repair or replace any defective, unfit, flawed Products. All collection, repair or replacement costs shall be charged entirely to the **Purchaser**;
- b. apply a reduction to the supply price proportional to the defect and the damage caused.

In any case, it should be noted that the **Supplier**, in the event that the **Purchaser** finds one or more defective Products which do not comply with the requirements of the contract, the **Purchaser** may charge the **Supplier** Euro 120.00 (one hundred and twenty) plus VAT per Product, as a penalty to cover the operating costs incurred by the **Purchaser**.

Any further damage caused by the non-conformity found, such as, but not limited to, the costs of disassembly and replacement of the Defective Products, shall be charged to the Supplier.

Failure to enforce the above penalties shall not be deemed to constitute a waiver on the part of the **Purchaser** of its rights in relation to the default by the **Supplier** or any other rights.

**12.5** The replacement of Defective Products, if requested by the **Purchaser** pursuant to the preceding art. 12.4 letter a), shall take place immediately or within the terms and conditions defined by the **Purchaser** itself, and with carriage charged to the **Supplier**, unless otherwise agreed. If the Defective Products are not collected by the **Supplier** within the agreed time limits, the **Purchaser** reserves the right to charge the **Supplier** for any costs incurred for the handling and storage of the Products, as well as the right to proceed with the scrapping of the same.

**12.6** This warranty is exclusive and is in lieu of any other written, verbal or implied warranties that the **Supplier** hereby waives upon acceptance of these GCP.

**12.7** The **Supplier** shall indemnify and hold the **Purchaser** harmless against any third party right, claim or acts, as well as any consequential damage or prejudice (including the costs of in-court or out-of-court proceedings brought against the **Purchaser**) caused by failure of the **Supplier** to fulfil its obligations arising from the supply of the Products.

### **Article 13. Permits and Licenses- Aerospace & Defence Industry**

**13.1** The **Supplier**, operates in the Aerospace & Defence industry and shall ensure, at its own care and expense, strict compliance with national and international import, export and/or re-transfer regulations in force and applicable to the Products classified as "military" or "dual use" materials.



**13.2** The **Supplier** hereby acknowledges that:

- a. these regulations impose restrictions on the import, export or re-transfer of certain categories of goods to third parties; any permits and licences and may be requested by the competent national and international authorities before such goods are imported, exported or re-transferred to third parties;
- b. these permits and licences may impose further restrictions on the use of these goods.

**13.3** Provided that the **Purchaser** is promptly notified, for the activities regulated by the supply agreement, the Supplier may only employ personnel who comply with the nationality requirements envisaged by the applicable regulations and are properly informed and trained on the contents of the aforementioned regulations and the obligations arising from their application.

#### **Article 14. Delivery and Transport procedures**

**14.1** Unless otherwise agreed in writing between the **Parties**, the delivery of the Products shall take place according to the Delivery Duty Paid (DDP) formula, Incoterms 2020 CCI.

**14.2** Unless otherwise indicated in the Closed Purchase Order, the Products shall be packed by the **Supplier**. The packing type and material must be suitable for the Products to be delivered and for the intended means of transport. The **Supplier** undertakes to provide the packing in accordance with any procedures and requirements proposed by the **Purchaser**.

**14.3** The risk of damage and/or loss of the Products shall be transferred from the **Supplier** to the **Purchaser** at the time of the unloading of the goods at the **Purchaser's** facility, or the destination indicated in the Closed Purchase Order.

Therefore, the goods are always shipped at the risk of the **Purchaser**, even when the carrier has been selected by the **Purchaser**. It should be noted that the **Supplier** shall be liable for any damage or loss of the Products after delivery if this is due to insufficient or defective packaging; the **Supplier** shall also be liable in the event of loss of the Products during shipment; in such cases, the **Supplier** shall replace the Products immediately, covering all relative costs and expenses.

**14.4** Each shipment shall be accompanied by a bill of lading. This document shall indicate the number and date of issue of the order and the Products comprising the shipment. Failing this, the **Purchaser** may refuse the delivery and terminate the Closed Purchase Order.

#### **Article 15. Delivery time-frames**

**15.1** The delivery dates on the bill of lading are recorded as the official delivery date.

**15.2** Partial or split shipments shall only be permitted if agreed or authorised in writing by the **Purchaser** in advance.

**15.3** The delivery time-frames indicated in the Closed Purchase Order are mandatory and binding for the Supplier, in accordance with Art. 1457 of the Italian Civil Code. Therefore, in the event of late deliveries or partial deliveries not authorised in writing beforehand by the **Purchaser**, the same shall be entitled to refuse the delivery of the Products and terminate the Closed Purchase Order.

**15.4** It should be noted that other agreements can be reached whereby the **Purchaser** declares to accept the delivery of the Products, despite the delayed or partial shipment of the same.

#### **Article 16. Sub-suppliers**



**16.1** The contract for the manufacturing of the Products shall not be sub-contracted to third parties without the prior written consent of the **Purchaser**.

**16.2** In the event of prior written consent of the **Purchaser** pursuant to art. 16.1 above, the **Supplier** shall be the sole party responsible towards the **Purchaser** concerning the activities of any sub-contractors, and undertakes to transfer to the sub-contractors the main characteristics of the sub-contracted activities.

In particular, but not limited to, the **Supplier** shall supervise the activity of its sub-suppliers, and shall ensure that, in the agreements signed with the **Supplier**, they undertake all obligations corresponding to those entered into by the **Supplier** under these GCP, or other separate agreements entered into between the **Parties**, to the extent legally feasible.

**16.3** Furthermore, in relation to the written consent by the **Purchaser** referred to in art. 16.1 above, the **Supplier** agrees to support the **Purchaser** in the control and inspection activities at the facilities of all authorised sub-suppliers.

**16.4** The **Supplier** shall be liable towards the **Purchaser** concerning any breach of the obligations arising from the sub-supplier relationship by the sub-suppliers of the **Supplier**.

#### **Article 17. Force Majeure - Acts of God**

**17.1** Force Majeure events refer to any extraordinary event preventing the performance of obligations arising from this contract, provided that:

- I. this event has occurred beyond the control of the **Party** involved;
- II. that event or its impeding effects were not foreseeable.

**17.2** More specifically, the following are classified as force majeure events:

- a. natural phenomena, such as fires, floods, particularly violent atmospheric phenomena, earthquakes, epidemics or other natural disasters;
- b. actions taken by governmental authorities which in practice prevent or delay the performance of the service;
- c. riots, strikes, insurrections, wars, sabotage and terrorism.

**17.3** Failure to comply with or delay in the performance of any of the obligations imposed on either **Party** under this Agreement shall not be deemed a default and breach of contract if it is due to the force majeure events defined above.

**17.4** The suspension of performance of the Closed Purchase Orders due to a force majeure event shall be limited to the period of time that the cause of the force majeure persists. The **Party** affected by the event shall, in any case, take all necessary precautions and do everything possible to limit the consequences of all damages caused by such force majeure events.

**17.5** The **Party** whose performance is impeded by a force majeure event shall give formal written notice to the other Party no later than 48 (forty-eight) hours after becoming aware of the same.

Such formal notice shall indicate:

- a. the description of the force majeure event;
- b. the predicted effects;
- c. the reasons why it is not possible to fulfil the contractual obligations;
- d. the maximum estimated or effective duration.

Another formal notice shall be sent by the affected **Party** within 7 (seven) days of the date on which the force majeure event ceases to exist.





**17.6** Should the cause of the force majeure event persist for a period of more than 4 (four) months, either **Party** may terminate any Closed Purchase Orders in progress, or any confirmed Closed Purchase Orders, with formal written notice to the other **Party**, by registered letter with acknowledgement of receipt and/or certified e-mail and/or any other means of communication agreed between the **Parties**.

#### **Article 18. Confidential Information**

**18.1** The term "Confidential Information" refers to all information consigned to, or however received by the **Supplier**, in any written, verbal or electronic format, by means of direct vision or other intelligible form, pursuant to and by effect of this Contract.

**18.2** More specifically, by way of example and not limited to, the Confidential Information shall refer to information regarding Products and/or Production processes, applied or otherwise (patented or otherwise, owned and/or available for use by the **Purchaser**); the design and/or research and development; the means of Production and other corporate assets; the organisation of Production or the company of the **Purchaser** in general; services and/or Products provided by the **Purchaser**; the sales information and management policies related to customers.

**18.3** The **Supplier** also undertakes to put in place all necessary measures, as envisaged by art. 18.4 herein, to ensure that this confidentiality obligation is respected by its employees, collaborators, sub-suppliers and by those who, for whatever reason, operate within its company, (hereinafter the "Personnel"), and who may become aware of the Confidential Information; the **Supplier** shall be fully liable for any violation committed by any of the above.

**18.4** The **Supplier** and its Personnel shall safeguard the "Confidential Information" and are forbidden to communicate and/or disclose the same to any third party and shall use it only to the extent strictly necessary for the execution of these GCP; all documents and other materials containing Confidential Information shall, at the choice of the **Supplier** and upon its written request, be promptly returned to the **Supplier** or destroyed and, in any event, upon termination of these supply conditions.

**18.5** Under no circumstances shall the **Purchaser**, even after termination of the supply conditions however caused, use or disclose to any third party any type of Confidential Information concerning the Product and/or **Purchaser**, which the same **Supplier** has become aware of in any manner during its contractual relationship with the **Purchaser** pursuant to these GCP and the individual Closed Purchase Orders. In addition, the **Supplier** shall not acquire any intellectual property rights and/or any right of use concerning the Confidential Information for the sole reason of simply becoming aware of the same.

**18.6** The obligations envisaged by this article 18 shall not be applicable to the data and information which:

- a. are, at the time of communication, or become at a later date, in the public domain, unless this disclosure is attributable to a breach of conduct by the **Supplier**;
- b. are disclosed to the **Supplier** by a third party, without this being the result of a breach of the obligation of confidentiality by the latter;
- c. have been independently developed by the **Supplier**, provided that this has been achieved without using the Confidential Information;
- d. the **Supplier** has been obliged to disclose or communicate the same pursuant to orders and/or provisions of any public authorities,

notwithstanding the obligation of the **Supplier** to provide documentary proof if so requested by the **Purchaser**.



#### **Article 19. Returning of documents**

19.1 Upon expiry or termination of these GCP however caused, the **Supplier** undertakes to return to the **Purchaser** the originals and all copies of the documents and material provided by the **Purchaser**.

#### **Article 20. Intellectual and Industrial Property**

20.1 The **Supplier** hereby declares and guarantees that the Products and/or components and/or results do not infringe any third party patents, trademarks, models, copyrights or other intellectual and industrial property rights.

20.2 Furthermore, the **Supplier** declares to be fully entitled to transfer to the **Purchaser** the full right to use, incorporate and market the Products and/or use the results.

20.3 The **Supplier** shall indemnify the **Purchaser** against all liability and accountability arising from any dispute lodged by a third party alleging infringement of copyrights, industrial property rights or property rights.

20.4 As anticipated in art. 18 above, the Confidential Information provided by the **Purchaser** to the **Supplier** shall remain the exclusive property of the **Purchaser** and shall be granted to the **Supplier** for the sole contractual purposes defined between the **Parties**.

20.5 Under no circumstances, therefore, shall the **Supplier** be granted any right and/or claim to the Confidential Information. More specifically, under no circumstances whatsoever do these GCP or other agreements between the Parties, offer and/or grant the **Supplier** any licences, rights of use or other rights regarding patents, now or in the future, trademarks, models or other industrial or intellectual property rights arising from the use of the Confidential Information.

#### **Article 21. Prohibition of advertising and use of the trade mark**

21.1 The **Supplier** shall not use the **Purchaser's** name for advertising purposes or use any contractual, technical, commercial or other information of which it has become aware in execution of these GCP and Orders.

21.2 The **Purchaser**, at its sole discretion, may grant special written authorisations in derogation of the foregoing. In such cases, the **Supplier** shall comply with the form of advertising and any other conditions established by the **Purchaser**.

21.3 The **Supplier** is not permitted, without the prior written consent of the **Purchaser**, to use the **Purchaser's** trademarks or distinctive signs, regardless of whether they have been registered or not.

#### **Article 22. Assignment of the contract. Changes in corporate control**

22.1 The **Supplier** is not permitted to assign the contract, in whole or in part, to any third party without the prior written consent of the **Purchaser**.

22.2 The assignment of the contract, without the prior consent of the **Purchaser**, shall constitute a serious breach of contract and entitle the **Purchaser** to terminate the contract and any Orders in progress.

22.3 If any changes are made to the control set-up of the company, the **Supplier** shall immediately notify the **Purchaser** in writing by registered letter with acknowledgement of receipt or by PEC or by any other means of communication agreed between the **Parties**.

From the date of receipt of such notice, the **Purchaser** shall be entitled to withdraw from the Orders, giving the **Supplier** due notice, when it deems there is a risk of the **Supplier** not being able to fulfil its contractual obligations.



**22.4** It should be noted that, for the purpose of application of Article 22.3 above, "Corporate Control" shall mean the ownership of more than 50 % of the shares conferring voting rights or the right to appoint the majority of the members of the board of directors of another company.

#### **Article 23. Early termination of Orders**

**23.1** Notwithstanding any other remedy available to the **Purchaser**, the same shall be entitled to terminate, with immediate effect, each purchase agreement concluded pursuant to these GCP by registered letter with acknowledgement of receipt or via PEC or any other means of communication agreed between the **Parties** in the event of a breach by the **Supplier** of any obligation arising from these GCP, where such breach is not rectified or remedied by the **Supplier**, to the satisfaction of the **Purchaser**, within 15 (fifteen) days following the transmission of the written formal notice to comply.

**23.2** It should be noted that early termination leads to the cancellation of any Order in progress, whereby the **Supplier** is not entitled to claim any compensation and/or indemnity.

#### **Article 24. Entirety of the contract**

**24.1** These GCP cancel all and any previous or contemporary verbal or written agreement between the **Parties** relative to this subject.

**24.2** No addition or amendment to the contents of these GCP shall be deemed valid and effective between the **Parties** unless made in writing.

#### **Article 25. Safeguard clause**

**25.1** The invalidity or ineffectiveness of one or more clauses shall not result in the invalidity, ineffectiveness or termination of the GCP. The **Parties** undertake to replace, in good faith, invalid or ineffective clauses with other clauses which as far as possible aim to achieve the same purpose.

#### **Article 26. Non-Waiver of rights**

**26.1** The fact that any **Party** should decide not to impose the rights recognised to the same in one or more clauses of these GCP or individual Orders, shall not imply a general waiver to such rights, and shall not prevent the **Party** from requesting relative conformity with all and any other contractual provisions at any moment in time.

#### **Article 27. Processing of Personal Data**

**27.1** The personal data of the employees authorised respectively by the **Purchaser** and the **Supplier** shall be processed according to the provisions of Legislative Decree no. 196/2003 and EU Regulation No. 679/2016 (GDPR), for the sole purposes of executing the contractual relations in place. Each **Party** has complied with its obligation to provide the relative privacy information notice to its employees.

**27.2** The **Parties** hereby declare that the personal data of each **Party** shall be collected and processed exclusively for the purposes and for the time necessary for the execution of the supply contract.

#### **Article 28. Language of the GCP and individual Orders**



28.1 These GCP and individual Orders are drawn up in Italian.

**Article 29. Applicable law and jurisdiction**

29.1 These GCP and the individual Orders are governed by the Italian law.

29.2 The **Parties** shall make every reasonable effort to try to achieve an amicable settlement regarding any dispute arising in connection with the execution or construal of the GCP.

29.3 The Court of Vicenza shall have exclusive jurisdiction over all disputes which may arise between the **Parties**.

29.4 The **Purchaser** retains the right to sue the **Supplier** before the competent court in the location where the **Supplier** has its registered or de facto office, in order to enforce the provisions of these GCP and individual Orders and/or to claim compensation for damages it has suffered as a result of any default by the same **Supplier**.

The **Supplier**

Stamp and Signature of the Legal Representative *pro tempore*

---