Solving

GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES OF ED SOLVING S.R.L.

1 PREMISE AND GENERAL TERMS

1.1 Scope

These Terms and Conditions shall apply to the sale of any goods and/or supply of services made by the Supplier (as defined below) to the Company (as defined below) in connection with any purchase order placed by the Company in accordance with the terms and conditions specified below, except as otherwise provided in a specific written agreement executed by the Parties (as defined below) setting forth the terms and conditions of the sale of certain goods or services. In this latter case, the provisions of such specific agreement shall apply only to the same and the matters governed therein.

Any reference to a statutory provision or rule (including those laid down in applicable laws, regulations, directives, treaties) is a reference to it as amended, extended or referred to from time to time.

1.2 Amendments to the Terms and Conditions

Any integration, amendment and/or derogation to the Terms and Conditions shall be valid only when expressly agreed upon in writing between the Parties (as defined below).

Any general terms and conditions of the Supplier, wherever reported, shall not apply, neither partially, except where previously accepted in writing by the Company.

2 DEFINITIONS

2.1 For purposes of this Agreement (as defined below), the following terms shall have the meaning indicated below:

(i) "**Agreement**" means the agreement between the Company and the Supplier for the supply of Goods and/or Services, formed jointly by these Terms and Conditions and the Purchase Order.

(ii) "**Civil Code**" means the Italian Royal Decree of 16 March 1942 n. 262 and subsequent amendments.

(iii) "**Company**" shall mean ED Solving S.r.l., with registered office at Piazza IV Novembre 32/B, 27010, Miradolo Terme (Pavia), tax code and VAT no. 09488160962, registered with the Pavia Companies Register at REA PV-293256.

(iv) "**Confidential Information**" means the Technical Specifications as well as any other commercial information or information of any nature relating to the Company, its businesses, know-how, products, processes, services and activities that the Supplier becomes aware of while carrying out its obligations under the Agreement, regardless of the form that such Confidential Information may take from time to time. Technical Specifications or any other business information referred to above shall not be deemed to be Confidential Information if: (i) they have been or have become publicly available without breach of this Agreement; or (ii) they were already lawfully in the Supplier's possession at the time the Confidential Information was received by the Company; or (iii) they were made available to the Supplier without known wrongdoing by an independent third party; or (iv) they were independently developed by the Supplier without use of the Confidential Information. The burden of proof to establish the lack of confidentiality shall be on the Supplier.

(v) "**Goods**" means the products or goods as outlined in the Purchase Order.

(vi) "**231 Laws**": means the laws relating to the administrative liability regime applying to entities for offences committed in their interest or to their advantage by individuals in apical positions and/or employees, collaborators, agents and/or individuals who are managed or supervised by an individual in an apical position, as subsequently amended and integrated, including the Legislative Decree No. 231/2001.

(vii) "**Parties**" means the Company and the Supplier;

(viii) "**Purchase Order**" or "**Order**" means the document submitted by the Company to the Supplier concerning the identification of the Goods and/or Services as well as the terms applicable to the

Supplier's obligations which forms, together with these Terms and Conditions an integral part of the Agreement.

(ix) "**Results**" means all inventions, knowledge, data, information of any kind, method, specification, know-how, software, solutions, deliverables conceived, implemented or developed by the Supplier in execution of one or more Orders or the Agreement.

(x) "**Services**" means the works and/or services to be carried out and/or supplied by the Supplier to the Company in execution of the Purchase Order;

(xi) "**Supplier**" means the counterparty of the Company, meaning any natural or legal person who supplies the Goods and/or Services to the Company in execution of the Agreement.

(xii) "**Technical Specifications**" shall mean the technical specifications of the Goods and/or Services outlined in the Purchase Order, as specified in the Purchase Order.

3 PURCHASE ORDERS AND CONCLUSION OF THE AGREEMENT – ACCEPTANCE OF THE GOODS AND SERVICES

3.1 Issuance of Purchase Orders

The Company may, from time to time, request the supply of Goods and/or Services by issuing a Purchase Order to the Supplier, to be sent in writing by any suitable means to ensure the Supplier's acknowledgment (such as, by way of example, mail, courier, or other means of electronic transmission, including e-mail and certified registered e-mail). In cases of urgency, the Company, through its own designated manager, duly empowered with specific powers, may issue Purchase Orders orally, it being understood that such order shall be confirmed in writing within the following 48 (forty-eight) hours.

The Supplier shall communicate its acceptance of any Purchase Order by sending to the Company a stamped and signed copy of the Purchase Order within 3 (three) working days, it being understood that any different communication of the Purchase Order by the Supplier will be deemed as a valid counter-proposal, whose acceptance is left to the discretion of the Company in accordance with the provisions of the Italian Civil Code.

In the event that the Supplier, after receiving the Order, performs any act relating to the execution of the same, such act shall constitute acceptance of the Order.

3.2 Amendments and cancellation of Orders

The Company shall have the right, at its sole discretion and without incurring in any charge or expense and without any obligation to indemnify or pay compensation for damages to the Supplier, to amend or cancel a Purchase Order, in whole or in part, by means of a written notice sent to the Supplier before the Supplier has returned the Order confirmation duly countersigned or, at the latest, within 5 (five) working days following such confirmation. In cases of urgencies, the Company, through its own designated manager, duly empowered with specific powers, may validly notify the Supplier the desired changes orally, it being understood that such amendment shall be confirmed in writing within the following 48 (forty-eight) hours.

3.3 Acceptance of Goods and Services

Delivery of Goods or completion of the Services does not imply acceptance of the same by the Company. Acceptance will take place only after having assessed the conformity of the Goods and/or Services with the requirements of the Purchase Order, and in case of absence of faults or defects thereof. The Company reserves the right to report to the Supplier, even after receipt and regardless of the potential payment of the relevant invoices, the non-conformity of the Goods and/or Services with the requirements of the relevant Purchase Order and/or the relevant Technical Specifications. The Company has the right to request the Supplier in writing to remedy the non-conformity, within a reasonable timeframe set by the Company in its request, by replacing the defective Goods or performing the Services in a good and workmanlike manner. If the Supplier fails to remedy the non-conformity within the timeframe established by the Company, the latter may autonomously proceed, charging the Supplier for the related costs. The Supplier shall be required to promptly pay the Company the related costs incurred by the Company with the right of the latter to possibly offset them with any amount still due to the Supplier.

In addition, should the Company find faults or defects in the Goods and/or Services provided by the Supplier under the Agreement, the Company will also have the right to suspend the payment of the related invoices as long as the Goods and/or Services affected by faults or defects have been replaced and/or re-performed with other Goods and/or Services compliant with the Technical Specifications.

If a Purchase Order provides that the Goods shall be installed, assembled or in any case set up, with additional services to their supply, delivery shall be deemed to be performed only after completion of such installation, assembly or setting up. If such operations do not ensure the full functionality of the Goods as provided for in the Purchase Order, the rules set forth in the previous paragraphs shall apply.

In case of split deliveries, the fulfillment of the obligation by the Supplier shall take place in case of full execution of the Purchase Order.

4 TRANSFER OF OWNERSHIP AND TERMS OF DELIVERY

4.1 Transfer of ownership and terms of delivery

The Parties agree that transfer of ownership of the Goods from the Supplier to the Company will take place upon delivery of the Goods at the Company's registered office or at another destination chosen by the same and indicated in the Purchase Order. If the Parties have agreed that the Company shall pay to the Supplier the consideration for the purchase of the Goods in advance, ownership of the Goods shall be transferred to the Company upon payment of the consideration, it being understood that the Supplier shall remain responsible for the storage and loss of the Goods as depositary until completion of delivery to the Company. Without prejudice of the provisions of Article 7 of these General Conditions.

The Supplier, upon delivery of the Goods, shall also deliver to the Company the documentation relating to the quality of the Goods, operating manuals, origin of the components, the related certificates and any software (hereinafter, the "**Documentation**") necessary for the operation and/or related to the Goods. The Supplier shall also deliver the Documentation to the Company within the timeframes indicated by the Company in the Order to the Supplier. In the event of failure or delay in delivery of the Documentation, the provisions of art.

Upon delivery of the Goods, the Supplier shall also provide the Company with the Documentation necessary for the operation and/or related to the Goods. The Supplier shall also provide the Company with the Documentation relating to the Goods within the timeframe indicated by the Company in the Order. In the event of failure or delay in delivering the Documentation, the provisions of Article 4.2 shall apply.

Unless otherwise specified in an Order, the passage of the risk for loss or damage to the Goods to the Company will take place upon delivery to the Company's premises or other destination chosen by the Company and specified in the Purchase Order.

The Company may in any case – at its sole discretion and notwithstanding the above provisions – provide that the delivery of the Goods is regulated by the Incoterms adopted by the International Chamber of Commerce in 2020, without prejudice in any case to the provisions regarding the transfer of ownership set out in this art. 4. Application of the 2020 Incoterms shall be expressly indicated in the Purchase Order by checking one of the following options:

Group	Incoterms	Delivery
Group E	EXW	Any
Group F	FCA	Any
	FAS	Maritime
	FOB	Maritime
Group C	CFR	Maritime
	CIF	Maritime
	CPT	Any
	CIP	Any
Group D	DPU	Any
	DAP	Any
	DDP	Any

4.2 **Liability for delayed delivery of Goods and/or performance of Services**

The Supplier shall promptly inform the Company of any potential delay in the delivery of Goods and/or in the performance of Services with respect to the terms agreed in the Purchase Order.

The Parties accept that, without prejudice to the Company's right to compensation for the greater damages suffered and any other remedy provided for by law, in the event that the Supplier delays the delivery of Goods, and/or the Documentation, as well as the performance of the Services with respect to the terms set out in the Purchase Order, the Company shall have the right to request and obtain from the Supplier the payment of liquidated damages in the amount equal to 10% (ten percent) of the price for the supply of Goods and/or the performance of the Services not promptly delivered or performed. In this case, the Company shall send a written notice to the Supplier requesting payment of the aforesaid liquidated damages and the relevant amount may be offset with the amounts due by the Company to the Supplier as a consideration for the purchase of the Goods or the performance of the Services.

It is understood that in the event of any delay in the delivery of the Goods or in the performance of the Services, acceptance by the Company cannot in any way be considered as a waiver, even partial, of the rights set forth in art. 4.2.

In the event that the delay in the delivery of the Goods or performance of the Services exceeds 7 (seven) working days in relation to the terms set out in the Purchase Order, the Company shall be entitled to terminate the Agreement (including the Order) with immediate effect, pursuant to Article 1456 of the Civil Code, by giving written notice to the Supplier.

4.3 **Packaging and transport documents**

Packaging, labelling and identification of the Goods shall be carried out in accordance with the law provisions applicable from time to time and in accordance with the best market practices, it being understood that the Supplier shall be held liable for any damage to the Goods caused by the packaging that is not adequate to the nature of the Goods.

Unless otherwise provided in the Purchase Order, packaging costs shall be entirely borne by the Supplier.

The Supplier shall deliver to the Company the relevant manuals, instructions for use and maintenance of the Goods, as well as any other document in accordance with the applicable law provisions (such as transport, by way of example, delivery or shipment documents, custom documents, quality of conformity certifications).

The Supplier undertakes to share with the Company, as soon as shipment of the Goods has been made, the relevant transport document (the so-called "DDT"), duly filled in, also indicating, where the Supplier acts as a reseller *vis-à-vis* the Company, the preferential or non-preferential origin of the Goods and the relevant production sites. The DDT shall be sent to the following address: mattia.colavelli@edsolving.com.

5 CONFIDENTIAL INFORMATION, CONFIDENTIALITY OBLIGATIONS AND INTELLECTUAL PROPERTY

5.1 **Confidential Information**

The Supplier acknowledges and recognizes that the Company is the owner of the Confidential Information and the holder of all related intellectual property rights.

Neither these Terms and Conditions nor the disclosure of Confidential Information shall be construed as granting the Supplier any rights to any licenses of patents, patent applications or any other intellectual property rights in information and data included in the Confidential Information.

5.2 **Confidentiality Obligations of the Supplier**

The Supplier shall:

(i) keep confidential all Confidential Information that the Company has provided to the Supplier for the purposes of the performance of the Agreement or of which the Supplier has become aware during the performance of the Agreement, unless the Supplier is obliged to communicate and/or disclose the Confidential Information in compliance with a provision of law and/or regulation or in execution of a judicial order and/or a order of a competent authority;

(ii) adopt all necessary security measures to avoid the risks of alteration, loss, destruction, dissemination or unauthorized use of the Confidential Information;

(iii) upon request of the Company, immediately return all documents containing the Confidential Information and/or any other data of the Company and destroy and/or delete any copy thereof in paper form or on any other form (including any electronic form), it being understood that the Supplier, within 30 (thirty) days of the Company's request, will deliver to the Company a certification attesting to the destruction and/or deletion of the documents and/or reproductions referred to above, unless the applicable law requires the obligation to retain them.

(iv) use the Confidential Information only as necessary for the performance of the Agreement;

(v) not reproduce or copy the Confidential Information, except to the extent expressly authorized by the Company;

(vi) not patent any information or data contained in the Confidential Information;

(vii) limit the dissemination of Confidential Information within your organization to only those employees whose roles justify the need to know such Confidential Information;

(viii) inform employees within their organization who become aware of Confidential Information of the confidentiality obligations relating to it;

(ix) not develop for third parties and/or supply to third parties, in any capacity, directly or indirectly, products made using the Confidential Information.

The Company shall be entitled to inform the Supplier, which hereby undertakes to adopt, of the conditions or safety measures deemed necessary. The Company has the right to verify at any time, directly or through third parties, the correct execution by the Supplier of all the obligations undertaken under this provision. To this purpose, the Supplier acknowledges the Company's right to access directly, or through third parties, its own premises, in order to verify its own compliance with such provisions.

5.3 Intellectual Property of the Supplier

If the use of the Results involves the use of any patent, software, or other intellectual property right to which the Supplier is entitled ("**Supplier Rights**"), the Supplier hereby grants the Company a non-exclusive, royalty-free, irrevocable, perpetual, transferable license, with the right to sub-license, to use the Supplier Rights solely for the purpose of the Company's use of the Goods.

6 PRICES AND INVOICING

6.1 Prices

Except where expressly agreed in a Purchase Order, the prices included in each Order are fixed and invariable and include all charges and expenses to be borne by the Supplier until delivery of the Goods and/or full performance of the Services, including all packaging and transport costs and fees.

6.2 Invoicing

Without prejudice to art. 3.3 above, the Supplier shall send to the Company the request for approval of the Goods and the Documentation delivered and/or Services performed as well as the proforma invoice for the service performed, in order to allow the Company to carry out the appropriate assessments and procced with the approval of the proforma invoice and the authorization of the issuance of the relevant invoice.

Following such authorization, the Supplier will invoice the Company (*Recipient Code ("SDI")*: 1N74KED (if applicable) by filling out an invoice to be sent electronically to the Company and in .pdf format to the following email address: simona.braghieri@edsolving.com.

The invoice shall include the price indicated in the Purchase Order – before taxes, which shall be clearly indicated separately from the price – indicating, in case the Order concerns several Goods and/or Services, the price of each of such Goods and /or Services.

The invoice shall include the Order number issued by the Company in relation to the sale/supply of the relevant Good and/or Service, the payment conditions established in the Order (where applicable), the details of the bank account to which the payment is to be made.

Without prejudice to art. 3.3 above, payment of the invoices will be made according to the terms and conditions set under the Order by wire transfer on the bank account opened in the name of the Supplier, whose bank details will be provided by the Supplier to the Company. Unless otherwise specified in the Order, payments shall be made within 90 (ninety) days of the end of the month from the date of receipt of the invoice by the Company.

7 ADVANCE PAYMENTS AND DOWN-PAYMENT BOND

Should the Supplier request the payment of an advance on the total amount of the supply, if the Company deems it appropriate at its sole undisputable discretion, the payment of such advance payment, at the sole discretion of the Company, may be subject to (i) the delivery by the Supplier to the Company of the original of an autonomous first demand bank or insurance guarantee, excluded any exception, issued by a bank or an insurance company approved by the Company, for an amount equal to the amount of the advance payment, according to the text that will be provided by the Company and (ii) the receipt by the Company of the relevant invoice, that may be issued by the Supplier only upon delivery of the abovementioned bank or insurance guarantee.

The potential payment of advance payments by the Company does not imply any acceptance, not even partial, of the materials object of the supply.

The bank or insurance guarantee granted pursuant to the previous Article 7 may be enforced by the Company in any case of non-fulfillment by the Supplier of one or more of the provisions set forth under these Terms and Conditions and/or in the relative purchase order.

8 PERFORMANCE OF THE SERVICES

8.1 Personnel of the Supplier

The Supplier will be required to use its own employees for the performance of the Services and undertakes to fulfill all the obligations set out by law towards its own employees, including payment of taxes and contributions (social security and welfare). Upon request of the Company, the Supplier undertakes to provide the Company with evidence of payment of the abovementioned taxes and expenses. The Supplier undertakes to indemnify and hold the Company harmless from any and all claims, demands or requests from third parties - based on any obligations, constraints or liabilities of the Supplier - that may arise for the Company following the signing of a Agreement as a result of the Supplier’s failure to fulfill its obligations.

By signing these Terms and Conditions, the Supplier hereby represents to have fulfilled and undertakes to comply with any health, hygiene and workplace safety provisions. The Supplier undertakes to ensure that in performing the Services its employees comply with any behavioral rules and policies adopted by the Company, including those aimed at ensuring health and workplace safety.

8.2 Insurance policies

By signing these Terms and Conditions, the Supplier warrants that it has executed with a primary insurance company adequate insurance policy covering employees’ incidents in the workplace, goods and/or third parties and that such insurance policies are fully valid and effective at the date of execution of this Agreement.

9 WARRANTIES AND REMEDIES

9.1 Warranties

By signing these Terms and Conditions, the Supplier warrants that the Goods shall:

a) be in compliance with the applicable regulations and the highest safety standards,

b) be in compliance with the provisions of the Terms and Conditions and those of the Purchase Orders, as well as the Technical Specifications,

c) be free from manufacturing, design and/or storage defects,

d) be compatible with any parts that may be assembled or installed on other goods according to the Technical Specifications or with other information provided by the Company, even if they are not included in the Order but sent by the Company to the Supplier via email,

e) be suitable for the use for which they are normally intended or for the various uses the Company may have brought to the Supplier’s attention,

f) be consistent with the characteristics and quality of the specimens presented by the Supplier as samples or models,

g) not constitute an infringement of any third party industrial or intellectual property rights.

Unless otherwise stated in the Purchase Order, the above guarantees shall last for 12 (twelve) months from the date of delivery of the Goods.

The Supplier guarantees that the Services will meet the requirements of the Terms and Conditions, the Purchase Orders and the Technical Specifications and shall be carried out in a workmanlike manner and according to the highest safety standards.

The Supplier also represents that it has executed an adequate insurance against damages deriving from product lability and for the coverage of damages caused by the Goods and/or Services. In any case, the Supplier shall hold the Company harmless and indemnified against any and all claims and/or requests made by third parties arising from products liability relating to the Goods included in the Agreement.

9.2 **Remedies**

In case of defective Goods and/or Services or in case of non-compliance of the same with the warranties set forth under art. 9.1 above, the Company shall be entitled at its own discretion to the following remedies: (a) request repairment of the defect or correction of the non-conformity or replacement of the non-conforming Goods or the whole lot of which they form part at the Supplier’s expense, within a reasonable term to be determined by the Company, (b) request that the Services be re-performed within a reasonable term to be determined by the Company, (c) request a reasonable reduction in the price of the non-conforming Goods and/or Services, or (d) notify the termination for breach of Agreement, refuse payment of the consideration and request a refund of the sums already paid by the Company, if any.

The fact that the Company requested the correction of the non-conformity pursuant to art. 9.2 *sub* let. (a) and (b), does not prevent the Company from exercising the rights set forth under art. 9.2 *sub* let. (c) and (d) if the Supplier does not correct the defects or replace the defective Goods or perform the Services in a workmanlike manner within a reasonable term to be determined by the Company.

In any case, the Company reserves the right to independently eliminate defects or non-conformities pursuant to art. 3.3.

The warranties and remedies expressly set forth under this art. 7 shall be deemed as additional and not replacing the other remedies and warranties provided by law in case of defective Goods and/or Services or non-conformities thereof. By way of derogation to the provisions of art. 1495 of the Civil Code, the deadline for claiming defects or non-conformities of the Goods and/or Services with respect to what indicated in the Purchase Order shall be 90 (ninety) days from their discovery.

10 WITHDRAWAL AND TERMINATION

10.1 **Withdrawal**

In the event that the Purchase Orders are part of a periodic supply or are placed on a recurrent basis between the Supplier and the Company, the latter reserves the right to withdraw at any time and for any reason, by written notice to be sent to the Supplier with at least 30-day prior notice. Once such notice has been notified, the Supplier shall interrupt the suppliance of Goods and/or performance of the Services.

Should the Company exercise its right of withdrawal from this Agreement, the Supplier shall only be entitled to reimbursement of its own non-recoverable expenses in respect of Goods and/or Services which have already been delivered and/or performed (as the case may be). Other than the above, the Supplier shall not be entitled to make any claim against the Company for loss of profit.

10.2 **Termination**

Without prejudice to the provisions set forth under articles 4.2, 9.2 and articles **Errore. L'origine riferimento non è stata trovata.** and 13 below, the Company may at any time terminate the Agreement pursuant to article 1456 of the Civil Code by written notice to the Supplier, with effect from the date that the Company will indicate in such notice, in the event the Supplier: (a) is in breach of the confidentiality obligations set forth under art. 5, (b) is in breach of the obligations of non-transferability of receivables and Agreements, or fails to comply with the prohibition of subAgreementing as set forth under art. **Errore. L'origine riferimento non è stata trovata.**, (c) a cause of Force Majeure has occurred pursuant to article **Errore. L'origine riferimento non è stata trovata.**, or (d) engages in conducts that may harm considerably the Company's goodwill and reputation.

11 NON-TRANSFERABILITY AND PROHIBITION OF SUBCONTRACTING

11.1 Non-transferability of the Agreement and receivables

The Agreement and each Purchase Order concluded on the basis of these Terms and Conditions may not be transferred by the Supplier to third parties, even partially, without the prior written authorization of the Company.

The Parties expressly agree the receivable arising from the supply of the Goods and/or Services (as the case may be) under this Agreement without Company's prior written authorization cannot be assigned by the Supplier in whatever form, nor is it possible to confer mandates for the collection of receivables.

11.2 Subcontracting

Unless otherwise agreed in writing between the Parties, the Supplier cannot subcontract to third parties, even partially, the performance of the Services under the Agreement.

In the event of the Company authorizing subcontracting, the Supplier shall in any case remain jointly and severally liable with the subcontractor for the exact fulfilment of all obligations undertaken by the latter pursuant to the relevant subcontracting agreement, also undertaking to expressly provide in the aforementioned subcontracting agreement for the obligation of the subcontractor to comply with all the provisions of these General Conditions, which shall be expressly referred to therein.

12 FORCE MAJEURE

The Company will not be considered in breach of its contractual obligations, as arising from these Terms and Conditions, as well as from the relevant Order, to the extent that the exact fulfillment of the aforementioned obligations is prevented by a cause of Force Majeure. Under these Terms and Conditions, "**Force Majeure**" means an absolutely exceptional, unpredictable and unavoidable event without the fault of the Company (including, but not limited to, natural disasters, riots, wars, etc.) and that the Company was in no way able to prevent and/or prevent and/or mitigate despite having made every reasonable effort to this purpose.

Without prejudice to the provisions set forth above, the Company, by invoking a Force Majeure cause, shall:

(i) promptly inform the Supplier by written communication;

(ii) make every reasonable effort to mitigate the effects of the cause of Force Majeure and to remedy the failure or delayed fulfillment of its obligations;

(iii) fulfill all its contractual obligations as soon as the cause of Force Majeure has ceased.

Should the Company invoke a cause of Force Majeure, the Supplier shall have the right to suspend the fulfillment of its obligations until the moment in which the cause of Force Majeure is ceased.

Should the cause of Force Majeure last for a period exceeding 60 (sixty) calendar days, the Company may terminate the Agreement pursuant to article 10.2.

13 PREVENTION OF CRIMES

The Supplier undertakes to prevent the commission of the offences set forth under the 231 Laws by its directors, employees, collaborators and staff and commits to adopt all necessary measures in this respect.

The Supplier undertakes to indemnify and hold harmless the Company from any damage, charge, cost or expense (including reasonable legal expenses) in which it may incur as a result of the Supplier committing one of the offences set forth under the 231 Laws, or in any case following the non-observance, even partial, of the 231 Laws themselves.

In the event of violation by the Supplier of any of the obligations set forth under this art. 13 or if a judgement is pronounced for any of the crimes set forth under the 231 Laws, even if not final, or interim or precautionary measures are taken for administrative offences in connection with the crimes set forth under the 231 Laws, the Company shall have the right to terminate this Agreement, pursuant to article 1456 of the Italian Civil Code.

14 REACH (EU) PROVISIONS PRESCRIZIONI REACH (UE)

The Supplier declares to be aware of the fact that the Regulation 1907/2006/EC ("**REACH**") may apply to the Goods and Services and undertakes to comply with its provisions.

The Supplier represents and warrants that all the substances contained in the Goods and for which REACH requires the registration, regardless of their origin, have been adequately (pre)-registered and undertakes to provide all the necessary documentation to prove the above, upon specific request of the Company.

15 PROCESSING OF PERSONAL DATA

15.1 Processing of personal data

In order to manage the supply/purchase contractual relationship, the Company may collect and process personal data of the legal representative, directors, employees or other personnel of the Supplier to the extent necessary to execute the contractual relationship.

Personal data will be collected and treated by the Company in compliance with applicable laws and regulations (including the EU Regulation 2016/679 and the Italian Legislative Decree June 30, 2003, No 196, as subsequently amended and integrated) with modalities strictly necessary to the abovementioned purposes and shall be provided only to those who will be involved in the execution of the Agreement, as well as any Order and who will process them in order to fulfill specific law and/or regulation obligations (including the EU Regulation 2016/679 and the Italian Legislative Decree June 30, 2003, No 196, as subsequently amended and integrated).

16 FINAL PROVISIONS

The potential nullity, annulment and/or ineffectiveness of one or more clauses of these General Conditions does not affect the validity of the remaining clauses, which will continue to be fully valid and effective between the Parties.

17 APPLICABLE LAW AND EXCLUSIVE JURISDICTION

This Agreement shall be governed in all respects by Italian law.

The application of the 1980 Vienna Convention on Agreements for the International Sale of Goods is expressly excluded.

Any dispute that may arise in relation to or as a consequence of the Agreement, its effectiveness, validity, execution, interpretation, termination and cessation, as well as any relationship relating to or connected to the Goods and/or Services, and any related reason to give and to have, shall be devolved to the exclusive jurisdiction of the Court of Pavia (Italy).