

**GENERAL TERMS AND CONDITIONS
OF
ED SOLVING S.R.L.**

1 PREMISE AND GENERAL TERMS

1.1 Scope

These general terms and conditions (hereinafter, the “**General Terms and Conditions**”) shall apply to the sale of Products by the Company (as defined below) to the Client (as defined below) in execution of offers sent by the Company to the Client according to the terms and conditions specified below, unless a specific written agreement has been signed between the Parties (as defined below) governing the terms and conditions of sale of the Products by the Company. In the latter case, the provisions of that specific agreement shall apply, limited to that agreement and the matters governed by it.

Any reference to a legal provision or rule (including those provided by applicable laws, regulations, directives, treaties) is a reference to that provision as amended, expanded, 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 sale or purchase of the Client, wherever stated, shall not apply, even partially, unless they have been previously accepted in writing by the Company. The execution of the Offer (as defined below), where the purchase order or any acceptance of the offer sent by the Client refer to the Client’s general terms and conditions of sale or purchase, does not constitute acceptance thereof and does not permit modifications to the General Terms and Conditions.

2 DEFINITIONS

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

- (i) “**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.
- (ii) “**Agreement**” means the agreement between the Company and the Client for the sale of Products, composed of these Terms and Conditions and the Offer, as sent by the Company to the Client and accepted by the latter, eventually also by issuing a purchase order.
- (iii) “**Civil Code**” means the Italian Royal Decree of 16 March 1942 n. 262 and subsequent amendments.
- (iv) “**Client**” means the counterparty of the Company, meaning any natural or legal person who purchases the Products from the Company in execution of the Agreement.
- (v) “**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.
- (vi) “**Force Majeure**” has the meaning set forth by Article 20.2.
- (vii) “**Offer**” means the document sent by the Company to the Client which identifies the Products that the Company shall supply to the Client and to which the drawings, projects and/or Technical Specifications relating to the Products shall be attached. The Offer, together with these General Terms and Conditions, forms an integral part of the Agreement.
- (viii) “**Parties**” means the Company and the Client.
- (ix) “**Technical Specifications**” shall mean the technical specifications of the Products outlined in the Offer.

3 SCOPE

- 3.1 The contractual relationship between the Company and the Client, governed by these General Terms and Conditions, may concern the production and/or manufacturing and/or assembly of engineering solutions in the manufacturing, chemical, and petrochemical sectors, such as – including, but not limited to – steel and iron structures, heat exchangers, chemical injection systems, oil lubrication systems, skids, etc. (hereinafter the “**Products**”), as better described in the Offer.

4 OFFER AND CONCLUSION OF THE AGREEMENT

- 4.1 The Company may, from time to time, formulate a contractual proposal to the Client for the supply of Products by sending an Offer to the latter in writing by any means suitable to ensure Client’s receipt (such as, for example, post, courier or other means of electronic transmission, including e-mail and certified electronic mail).
- 4.2 An Offer is considered firm and binding, pursuant to Article 1329 of the Civil Code, for a period of 15 (fifteen) business days from the moment of its receipt, unless a different validity period is indicated in the Offer.
- 4.3 Within 15 (fifteen) business days of its receipt, or within any different term possibly indicated in the Offer, the Client shall communicate the acceptance of an Offer by sending the Company a duly countersigned copy thereof or send the Company a purchase order, duly stamped and signed, covering the same subject matter as the Offer. It is understood that any communication from the Client other than the Offer shall be considered as a counterproposal, whose the acceptance shall be at the Company’s discretion in accordance with the provisions of the Civil Code. Such counterproposal may be accepted in writing within 5 (five) business days of its receipt by the Company. The Company shall notify the Client of its acceptance, if necessary by sending a confirmation duly stamped and signed by the Company, covering the same subject matter as the counterproposal, by any means suitable to ensure its receipt by the Client.
- 4.4 Any sending of catalogs or brochures to the Client by the Company, or by any of its representatives, brokers, agents, or representatives, does not constitute a formal offer of sale by the Company. For the sake of clarity, the characteristics and technical specifications of the Products and any other data contained in the Company’s catalogs and/or any other illustrative material, distributed through any channel or medium, including the Company’s website, are to be considered merely illustrative and not binding on the Company, except to the extent expressly provided in the Offer.

5 DRAWING AND PROJECTS

- 5.1 Should the drawings, designs, and/or Technical Specifications are provided by the Client, the Company will act as solely as contractor based on the documentation provided by the Client, without carrying out any prior verification thereof. The Client hereby waives any right and/or claim of any kind against the Company if the products are manufactured by the Company in compliance with the drawings, designs, and/or Technical Specifications provided by the Client; therefore, in such a case, the Client will not be entitled to make any claim against the Company for any faults or defects in the products that are due to design errors made by the Client or to incorrect drawings and/or Technical Specifications provided by the Client. Without prejudice to the provisions of Article 12.1 below, the contractual terms will begin from the date of delivery of the design documents by the Client, if subsequent to the date of acceptance of the Offer, while the delivery terms will begin from the date of acceptance of the executive drawings.
- 5.2 Should the executive drawings be subject to changes due to errors and/or inaccuracies in the drawings, projects and/or Technical Specifications provided by the Client, the Company shall have the right to charge the Client for all costs incurred for the modification of the aforementioned executive drawings.
- 5.3 However, if the Client does not accept the executive drawings sent by the Company but still confirms the production of the Products by providing the Company with the technical documents on which the work is to be carried out, the delivery terms shall start from the date of receipt of the aforementioned material.

6 LIQUIDATED DAMAGES

- 6.1 Except as provided in Article 12.2, should, following acceptance of the Offer, the Client cancel the order referred to in the Offer in progress or the Client fail to collect, even partially, the purchased Products, it shall be required to pay, as liquidated damages, a sum equal to 30% (thirty percent) of the consideration indicated in the Offer, without prejudice to the Company's right to payment of the full price in the event of failure to collect and to compensation for any further damages.

7 PRODUCTION, MANUFACTURING AND ASSEMBLY

- 7.1 Without prejudice to the provisions of the previous Article 3, the Company shall produce, manufacture and assemble the Products in accordance with the drawings, projects and Technical Specifications provided by the Client, in a workmanlike manner and in compliance with the quality and safety standards of the Products and the materials they comprise required by the legislation applicable from time to time.

8 CONSIDERATION

- 8.1 Without prejudice to the provisions of Article 11 below, the consideration owed by the Client to the Company for the production, manufacturing, and/or assembly of the Products is indicated in the Offer attached to these General Terms and Conditions.
- 8.2 The Offer sent to the Client by the Company may also provide for the payment of one or more advance payments, which shall be made by the Client within the terms indicated therein.

9 PAYMENT TERMS AND METHODS

All payments due by the Client to the Company shall be made by bank transfer or direct debit to the Company's current account, whose details shall be indicated in the Offer and/or the relevant invoice, no later than 30 (thirty) days from the date of issuance of the relevant invoice, unless otherwise specified in the Offer. Notwithstanding the foregoing, the Parties may also agree on different payment methods, which, however, need to be agreed upon and specified in the Offer that shall be sent by the Company to the Client, accepted by the latter, and attached to these General Terms and Conditions. If the Offer sent by the Company does not specify the terms and methods of payment, the following payment terms shall apply: (i) 20% (twenty percent) of the consideration due as a deposit upon signing these General Terms and Conditions and the Offer attached thereto; (ii) 30% (thirty percent) within 30 (thirty) days of receiving the "ready for shipment" notice that shall be sent by the Company; (iii) 40% (forty percent) within 5 (five) days of the date of delivery of the goods; (iv) 10% (ten percent) upon delivery of the certifications referred to in Article 15 of the General Terms and Conditions.

10 DELAY IN PAYMENTS AND RIGHT TO SUSPEND THE PERFORMANCE OF THE ACTIVITIES

- 10.1 In the event of late payment of one or more invoices within the deadline referred to in Article 9 above or within the deadline indicated in the Offer, the Company shall have the right to (i) apply and obtain from the Client the payment of default interest as provided for by Legislative Decree no. 231 of 9 October 2002; and (ii) request and obtain payment of all storage costs, machinery downtime and/or production lines that the Company may have incurred during the period between the invoice due date and the date of collection of the amount due by the Client.
- 10.2 For the entire period in which the Client's payment of one or more invoices continues, without prejudice to the payment of any default interest due, the Company shall also have the right to suspend the execution of its services until it has obtained full payment of the amount due, without incurring any liability *vis-à-vis* the Client and/or third parties as a result of the above and/or any delay in delivery of the Products due to the Company's exercise of the aforementioned right. In such case, the deadline for production, manufacturing, assembly and delivery of the Products shall be automatically extended by a number of days equal to the number of days of delay in payment of the invoices issued by the Company.
- 10.3 If the delay in the payment of one or more invoices by the Client continues for a period exceeding 30 (thirty) days with respect to the term referred to in the previous Article 9 or within the term that shall be indicated in the Offer,

the Company shall have the right to (i) terminate the contractual relationship with the Client (including these General Terms and Conditions) pursuant to Article 1456 of the Italian Civil Code, by means of a communication to be sent to the Client with 7 (seven) days' notice, by certified electronic email; and (ii) obtain immediate payment of the full amount due, as well as – after 7 (seven) days from the date of termination of the contractual relationship without the Client having collected the Products and/or materials delivered and stored at the Company – the payment of a consideration for the storage activity of the aforementioned Products and/or materials.

11 INCREASE IN PRICES OF MATERIALS AND/OR SUPPLY COMPONENTS

- 11.1 The consideration indicated in the Offer is also determined by considering the selling prices of the raw materials and materials necessary for the production, manufacturing, and assembly of the Products at the time of the relevant Offer.
- 11.2 If, after the conclusion of the Agreement, the selling price of the raw materials and/or materials necessary for the production, manufacturing, and assembly of the Products increases by more than 10% (ten percent) compared to the selling price in effect on the date of acceptance of the Offer, the Company shall be entitled to obtain an increase in the consideration equal to the increase in the price of the raw materials and materials necessary for the production, manufacturing, and assembly of the Products compared to the price in effect on the date of acceptance of the Offer. In any case, the provisions of Articles 1467 and 1664 of the Italian Civil Code remain unaffected.

12 TERMS AND METHODS OF DELIVERY, TRANSFER OF RISK AND STORAGE

- 12.1 The Products shall be delivered according to the terms and conditions indicated in the Offer. If the Offer requires to pay a down payment, the indicated delivery term shall run from the date the Company receives the amount due as a down payment. The Client acknowledges that the delivery terms indicated in the Offer are not essential but are merely indicative and may vary also in light of the Company's production needs and other circumstances beyond its control; therefore, in the event of a delay in delivery for any reason, the Client shall not be entitled to request payment from the Company for any amount whatsoever, including penalties and/or compensation for damages.
- 12.2 If the Products are to be delivered "Free Carrier" (*i.e.* FCA, Incoterms 2020), the Client shall collect the Products within 15 (fifteen) business days of the date of receipt of the "ready for shipment" notice sent by the Company. The Client, pursuant to the FCA Incoterms provisions, shall notify the Company of the selected date, within the agreed delivery period, on which the carrier or designated person will collect the Products. It is understood that from the moment the Products are made available pursuant to the provisions of the FCA Incoterms, the Company shall no longer be responsible for theft, deterioration, damage and/or loss of the Products, nor for any other risk that may arise following their being made available to the Client. In the event of failure by the Client to collect the Products, the Company shall store the Products in its warehouse for a period not exceeding 30 (thirty) days with the right to obtain payment for the storage of the Products and/or any other material delivered to it by the Client in the amount of Euro 375.00 per square meter for each day of warehouse space occupied, unless otherwise agreed between the Parties. The occupied space will be determined by the Company according to reasonable criteria, taking into account the overall dimensions of the Products and the space required for handling and safety. In any case, the Client shall remain obliged obligation to pay all amounts due to the Company, as reported in the relevant invoices.
- 12.3 Without prejudice to the provisions below, if the Products are delivered as "delivered at place" (*i.e.*, DAP, Incoterms 2020), the Company shall deliver the Products within the agreed timeframe and to the Client's premises or another location agreed upon by the parties, which shall be indicated in the offer attached to these General Terms and Conditions. In this case, all shipping and transport costs of the Products to the location agreed upon with the Client shall be borne by the Company, which shall also remain liable to the Client for any damage resulting from theft, damage, and/or loss of the Products, as well as for any other costs that may arise until the Products are delivered. If the Client is unavailable to receive the Products for any reason, without prejudice to the Client's obligation to pay the Company all amounts due to it within the terms indicated on each invoice, the Company shall have the right to return the Products to its premises and request the Client to pay all costs incurred, including transport, re-transport and storage costs, without incurring any liability *vis-à-vis* the Client and/or third parties deriving from any delay in delivery of the Products. Storage costs will be determined pursuant to the provisions of Article 12.2 above.
- 12.4 In the event that the Products are delivered as per the methods set forth in Article 12.3 above, the Company shall not be liable for any delays or failures due to the carrier, unforeseeable circumstances, or Force Majeure (as defined below), or if delivery is delayed due to a cause attributable to the Client (*e.g.*, postponement of the delivery location,



modification of delivery instructions, etc.). In such cases, the Client shall not be entitled to claim any compensation from the Company. In any case, the Client shall remain obliged obligation to pay all amounts due to the Company, as reported in the relevant invoices.

13 TRANSFER OF OWNERSHIP

- 13.1 Ownership of the Products shall be transferred to the Client only upon full payment of the consideration indicated in the offer attached to these General Terms and Conditions.

14 INTELLECTUAL PROPERTY RIGHTS

- 14.1 Except for the content of specific confidentiality agreements prepared by the Company and signed by the Client with it, it is also understood that any confidential information, such as, by way of example and not limited to, drafts/drawings/projects (in any state of progress), plans, technical specifications, calculations, documentation in general and other data, which has been prepared and/or generated by the Company and subsequently communicated to the Client, shall be managed and maintained as such by the Client.
- 14.2 Any and all intellectual property rights, know-how and/or copyright arising from an Offer governed by these General Terms and Conditions shall be the exclusive property of the Company, which shall be able to proceed in full autonomy with the possible filing of the relevant Italian, EU, international or foreign applications and relating to designs, patents, utility models or any other industrial property title and/or copyright, being also fully free to keep it secret.
- 14.3 The Client undertakes not to file any application for industrial and/or intellectual property rights relating to drafts/drawings/projects (in any stage of development), plans, technical specifications, calculations, documentation in general, and other data prepared and/or generated by the Company and subsequently communicated to the Client.
- 14.4 Under no circumstances do the General Terms and Conditions or Offers between the Company and the Client constitute an offer or transfer to the Client of a license or other right to use any present or future patent, trademark, model, or other intellectual or industrial property right with respect to the confidential information pursuant to this provision.
- 14.5 The Parties acknowledge that each Party retains ownership of its own intellectual property rights, know-how, and/or copyright held at the time of signing these General Terms and Conditions, which shall be made available to the other Party solely for the purposes of implementing these General Terms and Conditions and for the time strictly necessary.

15 CERTIFICATIONS

- 15.1 Subject to prior full payment of the consideration indicated in the Offer, the Company shall send the Client a copy of all certifications relating to the Products.

16 WARRANTY AND NOTIFICATION OF DEFECTS AND FAULTS

- 16.1 The Products are subject to the manufacturer's warranty for a period of 12 (twelve) months from the date of delivery, meaning (i) the date on which the Products are made available to the Client in the case referred to in the previous Article 12.2, starting even if the Client does not take delivery of the Products; and (ii) the date on which the Product is made available to the Client at the place of destination in the case referred to in the previous Article 12.3, starting even if the Client does not receive or physically take delivery of the Products upon delivery.
- 16.2 Any faults and/or defects in one or more components of the Products shall be reported, under penalty of forfeiture, by the Client via certified electronic mail no later than 8 (eight) days from the date of delivery of the Products, meaning (i) the date on which the Products are made available to the Client in the case referred to in the previous Article 12.2, starting even if the Client does not take delivery of the Products; and (ii) the date on which the Products are made available to the Client at the destination in the case referred to in the previous Article 12.3, starting even if the Client does not receive or physically take delivery of the Products upon delivery. Even in the event of a report of faults and/or defects by the Client pursuant to this Article 16.2, the Company shall have the right to obtain timely payment of all invoices issued and not yet paid relating to the Products.
- 16.3 The Product warranty is limited to the replacement by the Company of any faulty and/or defective components, and therefore does not extend to any product, good, and/or component installed by the Client on the Products or in which



the latter has been installed. The Company shall have the right to replace any Product components found to be faulty and/or defective, including through its own contractors and/or other entrusted collaborators.

17 CHECKS, INSPECTIONS AND CONTROLS

- 17.1 Following delivery of the Products, the Client shall inspect and verify both the packaging and that the Products have been produced, manufactured, and installed according to the drawings, designs, and/or Technical Specifications provided by the Client to the Company. If the Client finds that the packaging is damaged, or one or more packages and/or components of the Products are missing, he or she must immediately inform the Company via certified electronic mail.
- 17.2 Should the Client report to the Company any faults and/or defects in one or more components of the Products, the Company shall have the right to carry out any inspection and verify all components of the Products at any time.

18 LIABILITY

- 18.1 The Company's liability in the event of faults and defects in one or more components of the Products, as well as in the event of breach of contract, may in no case exceed 100% (one hundred percent) of the consideration paid by the Client for the purchase of the Products, therefore expressly excluding any right of the Client to request and obtain compensation for any further damages, including any further direct damages, indirect damages, damages due to loss of opportunity, etc.
- 18.2 The Company is exempt from any liability if the faults and defects present on one or more of the components of the Products have occurred as a result of:
- (i) damage to the Products and/or one of their components during installation, use and/or maintenance that may be carried out by the Client;
 - (ii) treatments with products that make the Products no longer compliant with their intended use;
 - (iii) tampering with one or more components of the Products;
 - (iv) the Products and/or one or more components thereof have been installed on another finished or partially finished product, in relation to which the Products and/or one or more components thereof supplied by the Company are not suitable to be assembled with other products and/or components of the Client.
- 18.3 Furthermore, the Company shall not be held liable for any failure or delay in performance which is due to Force Majeure, as defined in Article 20 below.

19 NO SETT-OFF

- 19.1 Unless otherwise agreed between the Parties in writing in the offer attached to these General Terms and Conditions, under no circumstances shall the Client be entitled to set off any amount claimed and/or claimed by him from the Company with any amount owed to the latter under these General Terms and Conditions.

20 FORCE MAJEURE

- 20.1 Under no circumstances shall the Company be held liable for failure to produce, manufacture or assemble the Products and/or delay in delivery of the Products if the failure and/or delay is due to a Force Majeure event (as defined below).
- 20.2 “**Force Majeure**” means any event and/or circumstance which could not be foreseen or avoided by the Company, which has the effect of delaying and/or making impossible the execution of a contractual performance, including, but not limited to, the following events:
- (i) exceptional atmospheric events, constituting natural disasters of exceptional proportions;
 - (ii) wars, revolutions, riots, invasions, armed conflicts, acts of terrorism or sabotage;
 - (iii) strikes or site occupations in relation to national or local trade protests;
 - (iv) earthquakes, hurricanes or floods, provided that they are such as to materially prevent the execution of the services indicated in the offer and in these General Terms and Conditions;
 - (v) measures by administrative or judicial authorities, not due to an act or omission or other circumstance falling within the responsibility of the Company, which prevent and/or delay, in whole or in part, the execution of the services indicated in the offer and in these General Terms and Conditions.

20.3 Without prejudice to the above, the Company, in invoking a cause of Force Majeure, shall:

- (i) promptly inform the Client by written communication;
- (ii) make all reasonable efforts to mitigate the effects of the Force Majeure event and to remedy the failure or delay in performance of its obligations;
- (iii) fulfill all its contractual obligations as soon as the Force Majeure event has ended.

20.4 If the Force Majeure event continues for a period exceeding 60 (sixty) calendar days, the Company may terminate the Agreement pursuant to the following Article 23.

21 CHANGE IN THE CLIENT'S FINANCIAL CONDITIONS

21.1 In the event of a change in the Client's financial conditions, the Company may suspend the execution of its services pursuant to the provisions of Article 1461 of the Civil Code, unless the Client provides an appropriate guarantee.

22 WITHDRAWAL

22.1 The Company may withdraw from the Agreement at any time and for any reason by providing the Client with at least 7 (seven) days' notice by certified electronic mail. In such case, the Client shall pay the Company the consideration due for the activities performed up to the effective date of the termination, without the Company incurring any liability as a result of exercising the right of termination, which would entitle the Client and/or any third party to claim any amount as compensation for damages.

23 EXPRESS TERMINATION CLAUSE

23.1 The Company shall have the right to terminate the Agreement with immediate effect pursuant to and for the purposes of Article 1456 of the Italian Civil Code if one of the following cases occurs:

- (i) delay in payment by the Client pursuant to Article 10 of the General Terms and Conditions;
- (ii) change of control pursuant to Article 2359, paragraph 1, no. 1 and 2, of the Civil Code, or transfer of a business or branch thereof;
- (iii) revocation of credit facilities granted by credit institutions;
- (iv) protest;
- (v) voluntary or compulsory judicial liquidation or subjection to a procedure provided for by Legislative Decree 12 January 2019, no. 14 (so-called corporate crisis and insolvency code);
- (vi) a Force Majeure event pursuant to Article 20 has occurred;
- (vii) failure to collect the Products within 30 (thirty) days of delivery, in accordance with Article 12.
- (viii) the Client is in breach of the prohibition set out in Article 24.

23.2 In the event of termination of the Agreement by the Company pursuant to the provisions of this Article 23, the Company shall be entitled to request the Client to immediately pay all amounts due by the Client and accrued up to the date of termination, upon delivery to the Client of the Products manufactured up to that date.

24 NO ASSIGNMENT

24.1 Under no circumstances may the Client assign these General Terms and Conditions, nor the related offer, to any third party without the prior written consent of the Company.

25 CONFIDENTIALITY

25.1 The Client shall keep the contents of the Agreement confidential, with the exception of the General Terms and Conditions, unless it is obliged to communicate and/or disclose, in whole or in part, the information contained therein, in compliance with a provision of law and/or regulation or in execution of a judicial order and/or a provision of a competent authority.

26 PROCESSING OF PERSONAL DATA

- 26.1 The Company, for the sole purpose of managing the contractual supply/purchase relationship, may collect and process personal data of the legal representative, directors, employees or other personnel of the Client to the extent necessary to execute the contractual relationship.
- 26.2 Personal data shall 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 shall be involved in the execution of the Agreement, as well as any Offer and who shall 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).

27 PREVENTION OF CRIMES

- 27.1 The Client 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.
- 27.2 The Client 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 Client 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.
- 27.3 In the event of violation by the Client of any of the obligations set forth under this Article 27.3 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.

28 FINAL PROVISIONS

- 28.1 These General Terms and Conditions and the Offer attached to them constitute the only contractual documents governing the contractual relationship with the Client and supersede any other agreement, contract and/or document signed and/or exchanged between the parties in relation to the production, creation and assembly of the Products, as better specified in the Offer.
- 28.2 The invalidity, annulment, and/or ineffectiveness of one or more clauses of these General Terms and Conditions does not affect the validity of the remaining clauses, which shall remain fully valid and effective between the parties. In such event, the parties hereby undertake to replace the invalid, voidable, and/or ineffective clauses of these General Terms and Conditions with fully valid and effective clauses having the same effect as those declared invalid, voidable, and/or ineffective.

29 APPLICABLE LAW AND EXCLUSIVE JURISDICTION

- 29.1 This Agreement shall be governed in all respects by Italian law.
- 29.2 The application of the 1980 Vienna Convention on Agreements for the International Sale of Goods is expressly excluded.
- 29.3 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).