

GENERAL TERMS AND CONDITIONS OF SALE - FIOCCHI MUNIZIONI S.P.A.

1. Scope of Application

- 1.1 The present general terms and conditions of sale (the "**General Terms and Conditions**") shall regulate and constitute an integral and substantial part of any contract and agreement concerning the supply of material by Fiocchi Munizioni S.p.A, with registered office in Lecco (LC), via Santa Barbara, 4, tax code and registration number in the Register of Companies 00810220137 ("**Fiocchi**" or the "**Seller**") to customers (hereinafter referred to individually as the "**Customer**", and, together with Fiocchi, as the "**Parties**") of each product, commodity and/or component from time to time put on the market or supplied by Fiocchi in the scope of its business activity, including related accessories and spare parts (the "**Products**"), as well as any work and service ancillary to said supplies (the "**Services**").
- 1.2. No order for Products or Services shall be binding for Fiocchi, unless expressly accepted by the latter without reservation by written order confirmation (the "**Order Confirmation**").
- 1.3. The Order Confirmation, any separate agreement concluded time by time by the Parties and the present General Terms and Conditions shall form the entire agreement between the Parties relating to the sale of Products and/or Services (the "**Supply Agreement**").
- 1.4. In case of any contradiction and/or inconsistency between the contractual documents governing the Supply Agreement, the provisions set forth in the following documents, with the following order of priority, shall prevail:
 - a. The Order Confirmation;
 - b. any separate agreement concluded time by time by the Parties;
 - c. the present General Terms and Conditions.
- 1.5. The issuing of an order by the Customer, as well as the acceptance, in whatever form, of any contractual proposal made by Fiocchi and/or the conclusion of a Supply Agreement under applicable law, shall constitute acceptance of these General Terms and Conditions.
- 1.6. Any special condition, amendment, waiver, term, exception and/or supplement to these General Terms and Conditions shall be valid and effective unless expressly provided for in a written agreement signed by the Parties.
- 1.7. The Parties shall amend, supplement or terminate the Supply Agreement only by a written agreement signed by their respective duly authorised representatives.
- 1.8. The Customer waives the application of its own general and special terms and conditions of purchase to the Supply Agreement.

2. Subject of the Supply

- 2.1 The Supply shall exclusively consist of the Products and/or Services indicated expressly indicated in the Supply Agreement and with the technical, quality and quantity specifications included in the same (the "**Supply**"). The Customer has individually elected the Products and/or Services of the Supply, therefore any indication regarding the suitability of the Supply to satisfy the Customer's purposes or the expected result, shall be executed within a normal business relationship and shall not constitute any form of warranty or form any liability for the Supplier. The Customer declares to be acknowledged, before the signature of the Supply Agreement, of the specifications, characteristics and use of the Products and/or Services and to have accepted them, since adequate for the intended purposes of the Supply.
- 2.2. Notwithstanding the foregoing, the Seller shall be entitled to make any changes to the Supply that it deems appropriate for the purpose of update to the Products and/or Services,

same as to conform them to technical innovations and/or compliant with the applicable Law and regulatory requirements.

- 2.3. The Customer acknowledges and accepts that, in the performance of the Supply Agreement, the Seller may use third party suppliers, contractors and/or subcontractors to whom it entrusts the performance of the Supply in whole or in part (the "Subcontractors").

3. Technical documents

- 3.1 Technical documents, plans, printed matter, photographs, brochures, folders, catalogues, price lists, advertising material and any other information material concerning the Products and/or Services are for reference purposes only and are not binding on the Parties, it being understood that the Seller neither guarantees nor assumes any obligation with respect to their content, nor is liable for any errors or omissions contained therein.
- 3.2 The technical and contractual documents delivered or showed to the Customer, same as all the technical information and data given to the Customer or learned by the latter during the execution of the Supply Agreement, are exclusively pertaining to the Seller and the Customer shall guard them as strictly confidential; the duplication, share or any other use different from the use provided by the Supply Agreement shall be forbidden except with the prior written consent of the Seller.

4. Prices

- 4.1. The price for the Supply shall be equal to the amount indicated in the Order Confirmation (the "**Price**"). Prices shall be net and Ex Works Lecco (Incoterms 2020), with the exclusion, unless otherwise agreed upon by the Parties, of the packing, transportation, insurance costs, taxes, duties of any nature, same as any other cost, that shall be borne entirely by the Customer.
- 4.2. Notwithstanding any other provision of the Supply Agreement, in case of any delay in the delivery, included the cases described in articles 7.6, 7.7 and/or 14, and/or changes to the Supply as of article 2.2, or the inadequacy or inaccuracy of the documentation or information provided by the Customer and/or any other unforeseen fact or circumstance not attributable to the Seller, the same shall bear all unforeseen costs and burdens (such as in the event that, by way of example, the prices of the components and raw materials increase significantly such as to determine an imbalance in the economic conditions that would make the Supply no longer profitable for the Vendor, taking into account the sales price indicated in the Order Confirmation), the Seller shall have the right to:
 - a. obtain a review of the terms and conditions of the Supply Agreement, including the Price, in order to re-establish the mutual balance of the same; and
 - b. in case the Customer does not accept what provided in letter (a), terminate the Supply Agreement by written notice to the Customer.

- 4.3. In case of termination of the Supply Agreement article 15.6 shall apply.

5. Terms of payment

- 5.1. The Customer shall pay the Price pursuant to the amount and the deadlines provided by the Supply Agreement.
- 5.2. The Price and any down-payment and instalment shall be paid at the Seller's domicile without any deduction for discounts, expenses, taxes, duties, withholding, fees and the like.

- 5.3. In case of delay in the payment of the sub-cited amounts, shall automatically accrue, from the day following the due date for payment, interest on arrears at a rate equal to the interest rate applied by the European Central Bank to its most recent main refinancing operation carried out on the first calendar day of the half-year in question [increased by 2% (two per cent)], without prejudice to any greater damage.
- 5.4. The failure to respect one or more of the payment deadlines provided by the Supply Agreement shall entail the loss of the benefit of the time schedule by the Customer and therefore the Seller shall have the right to immediately obtain the payment of the entire Price.
- 5.5. Notwithstanding the above, if the Customer does not execute the payment of the Price in accordance with the terms of the Supply Agreement, the Seller shall be entitled to terminate the Supply Agreement in compliance with article 1456 of the Italian Civil Code. In case of termination of the Supply Agreement article 15.5 shall apply.
- 5.6. Without prejudice to Art. 1462 of the Italian Civil Code, in any case may the Customer raise exceptions in order to avoid or delay the performance of its obligations.

6. Reservation of title and passing of risk

- 6.1. The Seller shall maintain title on the Products until the issuance by the Customer of the related invoice.
- 6.2. The Customer authorizes the Seller to execute all the requirements provided by the applicable law and regulations, in order to make the reservation of title fully enforceable against third parties and to give it the utmost efficiency. The Customer undertakes to implement and sign all acts, negotiations and documents and to execute any necessary action to complete the aforesaid formalities.
- 6.3. Upon receipt of the invoice, the title shall pass upon the Customer that shall have complete disposal of the Products

7. Delivery

- 7.1. Unless otherwise agreed between the Parties, the delivery shall be Ex Works Lecco (Incoterms 2020).
- 7.2. Delivery shall be considered as been made by the Seller upon the latter's transmission to the Customer of a notice stating that the Products are available for collection at the place indicated therein. Unless otherwise indicated in the aforementioned communication, the Customer must collect the Products within 30 days of receipt thereof.
- 7.3. If the Customer has not collected the Products within the aforementioned term, the Seller shall be entitled to charge the Customer a weekly storage fee of 2% (two percent) of the Price. If the Customer's delay exceeds 30 days from the date of the notice referred to in Art. 7.2 above, without prejudice to the Seller's right to continue charging the Customer the aforementioned deposit fee until the Products have been collected, the Seller may terminate the Supply Contract pursuant to Art. 1456 of the Italian Civil Code. In this case, Art. 15.5 below shall apply.
- 7.4. By entering into the Supply Agreement, the Customer undertakes to promptly inform the Seller, prior to delivery of the Products, of all applicable statutory provisions and regulations in the jurisdiction(s) in which the Products are to be delivered, imported, put into circulation and/or used, whether with regard to their manufacture, composition, specific equipment and/or intended use, including any requirements as to the form, content and/or language of ancillary technical documents and/or operation and maintenance manuals, disposal of packaging and the like.
- 7.5. The Customer undertakes to indemnify and hold harmless the Supplier from any claim, cost, damage or expense, as well as from any other prejudicial effect suffered from the Supplier as consequence of breach by the Customer of the obligation stated by article 7.4 above.
- 7.6. The terms of delivery provided by the Supply Agreement shall be suspended (or, in case of a fixated period of delivery,

delayed by an equivalent number of days) until the Customer: (i) has entirely paid the Price; (ii) has executed the obligations provided by article 7.4 above; (iii) has provided to the Supplier all the technical data and information required; (iv) has delivered all the documents and materials necessary for inspection and tests; and (v) has obtained all permits, documents, licenses and/or authorizations required by the Supply Agreement.

- 7.7. Delivery terms shall in any case be suspended for as long as is reasonably necessary to allow the Seller to modify the Supply to conform with the legal and regulatory requirements of the jurisdiction(s) in which the Goods are to be delivered, imported, put into circulation and/or used.

8. Product handling regulation

- 8.1. The Customer acknowledges that, in the cases provided for by law, the Products are alternatively identified as goods destined to defence and Law Enforcement or goods for civil use (personal defence, hunting and sporting use) according to the applicable Italian and international regulations. Therefore, the Customer undertakes to actively cooperate with the Seller for the fulfilment of the regulatory obligations imposed on the latter by the aforementioned regulations, according to the instructions that the Seller shall duly provide to the Customer.
- 8.2. In particular, in any case, the Customer undertakes that the non-issue, the delay, or the withdrawal by the competent Authority or Authorities of the export license or any other authorization, permit, license or similar act, required for the Products in respect of their exportation and/or transportation, shall enable the Supplier to terminate effective immediately the Supply Agreement, with reference to article 1456 of Italian Civil Code, excluding any further responsibility and remaining anything due to the Customer.
- 8.3. The Customer acknowledges that the Products may be subject to, inter alia, use and re-export restrictions imposed by competent national and international authorities, which, if enacted, the Seller shall notify the Customer of.
- 8.4. The Customer acknowledges that the Supply is intended for the consignee and/or end-user, as defined and identified in the Supply Agreement, and that under no circumstances, unless expressly authorised by the Seller and prior authorisation by the competent Authority, shall the same Supply be delivered, not even in part, to a consignee and/or end-user other than as specified in the Supply Agreement.
- 8.5. In particular, the Customer acknowledges that the Products are subject to the restrictions provided by Article 12-*octies* of UE Regulation n. 833/2014, as introduced by UE Regulation n. 2023/2878, concerning the prohibition of re-exportation of the Products to Russia, directly or indirectly; consequently, the Customer undertakes to make declarations regarding such prohibition of re-exportation. Breach of the provisions of this Article shall entitle the Seller to terminate the contract with immediate effect pursuant to Article 1456 of the Civil Code.
- 8.6. The Customer undertakes to keep the Seller constantly informed of the evolution of national and international regulations relating to and applicable to the handling of the Products.
- 8.7. For the entire duration of the Supply Agreement, the Customer undertakes to obtain and keep active all licences, permits and authorisations necessary for the receipt and/or delivery to the end user of the Products, guaranteeing their authenticity and in any case releasing the Seller from any liability in this respect.
- 8.8. With particular reference to the Italian regulations on the handling and control of military goods, the Customer warrants to provide the Seller with an original declaration certifying the receipt of the goods by the end user, duly stamped by the Italian diplomatic authorities on site, if requested. The Customer also undertakes to produce any new declarations of end use, if requested by the Italian Authorities.

- 8.9. The Customer undertakes to hold the Vendor harmless regarding any false declarations or omissions contained in the documents and declarations provided. The Customer also undertakes to exhibit and/or make available, also by delivery, any documents, including licenses or authorizations, requested by the Vendor and functional to the Supply. In the event of breach of this obligation, the Seller shall be authorized to terminate the Contract pursuant to Article 1456 of the Civil Code.
- 8.10. The Customer undertakes to hold the Vendor harmless with regard to the consequences of breaches of the applicable regulations (by way of example, transport regulations) and with regard to obtaining permits and/or authorizations from transporters, in Incoterms 2020 Ex Works.

9. Inspection and Acceptance of the Supply

- 9.1. Upon taking delivery of the Products, the Customer undertakes to immediately carry out the following checks and inspections at its own expense
- a. check of the quality and packaging of the Products;
 - b. verification of the conformity of the Products with the specifications set out in the Order Confirmation.
- 9.2 If the Customer has not carried out the checks and verifications referred to in Article 9.1 above within 60 days of delivery of the Products, these shall be intended as accepted with no reservation.
- 9.3 Any defects or faults of any kind in the Supply shall not entitle the Customer to any rights or remedies other than those expressly provided for in Art. 10 below.

10. Claims and Warranty

- 10.1. The Seller shall ensure that the Products are free from defects and quality faults. The right of the Customer to claim such defects shall in any case expire after 12 (twelve) months from the date on which the Products were delivered;
- 10.2. Any defects shall be reported to the Vendor in accordance with the procedures and modalities communicated by Fiocchi within and no later than 8 (eight) days after their discovery, under penalty of expiry of the terms.
- 10.3. The Seller shall examine the Products to determine whether the alleged defect exists and, if such examination confirms the existence of the defect as being attributable to the Seller's fault, the Seller shall repair or, at its option, replace the defective Products upon their return to the Seller. The repaired and replaced Products shall be covered by warranty pursuant to this Article 10, but the warranty period shall be limited to 6 (six) months from the date of repair or replacement.
- 10.4. Under this guarantee, the Seller shall only be obliged to repair or replace the Products, and the Customer shall not be entitled to claim damages, compensation and/or indemnification of any kind, including without limitation claims, costs, expenses and damages due to downtime, loss of production and/or for any other reason.
- 10.5. The presence of defects in the Products shall not entitle the Customer to suspend or delay payments due to the Seller.
- 10.6. In any case, the Customer shall not be enabled to claim the warranty in the following events (a) if the Customer has not punctually fulfilled his obligation to pay the Price; (b) if the Products have been repaired or have otherwise undergone interventions not authorised by the Seller, including any modifications referred to in Art. 12.2; and/or (c) if the Customer has not used the Products and/or maintained them in accordance with the Seller's instructions and recommendations, including those contained in the use and maintenance manuals.
- 10.7 The warranty provided for in this Art. 10 is exclusive and supersedes and absorbs all other legal warranties relating to flaws, defects, lack of conformity, lack of quality, functioning of the Products and/or the Supply.

11. Safety

- 11.1. The Customer is fully aware of the technical, functional and composition characteristics of the Products and is fully capable, under his sole responsibility, of handling, transporting, using and storing them and of disposing of them properly and in accordance with the applicable law and regulations.
- 11.2 Therefore, the Customer agrees to indemnify and hold the Seller harmless from any and all claims, actions, damages, costs, expenses, liabilities and/or requests for compensation and damages of any nature whatsoever, directly or indirectly incurred and/or suffered by the Seller as a result of or in connection with the Seller's failure to comply with laws or regulations in force in the jurisdictions in which the Products were delivered, imported, put into circulation and/or used.

12. Assignment of Rights and Changes to the Products

- 12.1. The Customer is prohibited from assigning his rights or transferring the performance of his obligations under the Supply Agreement to third parties without the prior written consent of the Seller.
- 12.2 The Customer shall not make any changes to the Products, nor is the same authorised to alter, remove, enlarge or change the label and any other features of the Products, without the prior written consent of the Seller. The Customer shall indemnify and hold the Seller harmless against all claims, complaints, damages, costs, expenses, liabilities, losses, defences, actions or demands for compensation of any nature whatsoever, whether directly or indirectly, caused and/or suffered by the Seller as a result of or in connection with the Customer's failure to comply with the obligation of this Clause 12.2.

13. Intellectual Property Rights

- 13.1. The Customer hereby acknowledges and agrees that all trademarks, trade names, signs, company names, patents, inventions, utility models, service marks, copyrights (including any future copyrights), intellectual work, designs, software, know-how, distinctive marks, ideas, designs, drawings and any other related rights in any form whatsoever, whether secret or not, and whether registered or not, including any other right created by or derived from the performance of the Supply Agreement, relating to or included in the Supply of Goods, the Supply Agreement and/or any part of the Supply (including, without limitation, technical accessories and informational material and the use and maintenance manual), or in any case used by the Seller or companies in the Seller's group (collectively, the "Intellectual Property") is and shall remain, as between the Parties, the exclusive property of the Seller.
- 13.2. The Customer shall only benefit from the rights arising from the Intellectual Property exclusively in connection with the fulfilment of the Supply Agreement; any other form of exploitation is prohibited.
- 13.3. The Customer shall inform the Seller immediately when it becomes aware of infringements, complaints, protests, threats made by third parties in connection with the Intellectual Property .
- 13.4 The Customer acknowledges the reputation held by the Seller, so the Customer undertakes not to associate the Intellectual Property with situations that could damage the latter or its reputation, and undertakes to hold the Seller harmless from any damaging consequences arising from such events.

14. Force Majeure

- 14.4 In the event of Force Majeure, as defined below, the Seller shall not be liable for any non-performance and the relevant obligations shall be deemed suspended.
- 14.5 One or more of the following circumstances, which were reasonably unforeseeable by the Seller at the date of conclusion of the Supply Agreement, shall be deemed Force

Majeure acts of government (including, without limitation, delay or failure to accept, revoke, terminate and/or cease for any reason export licences, supply or trade authorisations), earthquakes, floods, natural disasters, explosions, riots, wars (whether declared or undeclared), acts of terrorism, rebellions, sabotage, national emergencies fires, civil unrest, embargoes, blockades, legal prohibitions, governmental or non-governmental regulations and restrictive measures, import and/or export restrictions and strikes, inability to procure power, machinery, materials or means of transportation, epidemics or pandemic state, or other causes beyond the control of the Seller ("**Force Majeure**").

14.6 Any Force Majeure suffered by the Subcontractors shall be recognised as Force Majeure of the Seller.

15 **Withdrawal and Termination**

15.1 The Seller shall have the right to terminate the Supply Agreement without notice by simple written notice:

a. in the event of interruption, suspension or cessation of the Customer's activity;

b. in the event of a substantial change in the Customer's activity, as well as in the event of the completion of any act that has as its object the transfer of ownership or enjoyment of the Customer's business or a branch of the Customer's business dedicated to the performance of the Supply Agreement; or

c. in the event of a change in the ownership structure of the Customer such as to entail a change of control pursuant to Article 2359 of the Civil Code.

15.2 The Seller shall be entitled to terminate the Supply Agreement by written notice to the Customer in the event of Force Majeure when this hinders the Vendor in the performance of the Supply Agreement for more than 6 (six) consecutive months.

15.3 Pursuant to and for the purposes of Article 1456 of the Civil Code, if the Customer breaches one or more of the obligations under the following clauses:

Art. Errore. L'origine riferimento non è stata trovata. (Terms of Payment);

Art. Errore. L'origine riferimento non è stata trovata. (Reservation of title and transfer of risk);

Art. Errore. L'origine riferimento non è stata trovata. (Delivery);

Art. Errore. L'origine riferimento non è stata trovata. (Handling of Products Regulation);

Art. 10.7 (**Safety**);

Art. 12.2 (**12. Assignment of Rights and Changes to the Products**); or

Art. 13.2 (**Intellectual Property Rights**);

the Seller shall be entitled to terminate the Supply Agreement, by simple written notice to the Customer.

15.4 The Supply Agreement shall also be deemed terminated in the event of a breach by the Customer of any clause of the Supply Agreement, when the Seller's notice of default sent to the Customer has failed to be complied with 15 days after receipt thereof, without prejudice in any event to compensation for damages.

15.5 In case of termination as provided by one of the clauses of the present article, the Customer shall pay the Seller:

a. all materials and other goods, services or work that have been performed or carried out by the Seller up to the termination of the Supply Agreement;

b. the actual costs incurred by the Seller directly arising from the Supply Agreement and/or its performance; and

c. all damages, liquidated damages, penalties, indemnities, compensation payable by the Seller to third parties, including, without limitation, Subcontractors, as a consequence of the termination of the Supply Agreement.

16 In the event of termination under the provisions of these General Terms and Conditions, including the cases referred to in Art. 15.3 and/or 15.4, as well as in any case of withdrawal by the Customer, in addition to the amount provided for in Art. 15.5 above, the Seller shall be indemnified for all further damages, including the costs incurred for work already performed.

17 **Limitation of Liability**

17.1 The Customer shall not be entitled to any remedies other than those provided for in these General Terms and Conditions. In particular, the Seller shall not be liable for the payment of any amounts resulting from the termination or non-performance of the Supply Agreement, for damages, whether direct or indirect, damage-related costs, lost profits or loss of opportunity, incurred or suffered by the Customer due to the use or non-use of the Products, except in the event of gross negligence on the part of the Seller.

17.2 Without prejudice to the provisions of Art. 16.1 above, the Seller shall not be liable in any case for compensation for any damage that may be caused to the Customer and/or third parties that is not a direct and immediate consequence of the failure or defective functioning of the Products due to causes solely attributable to the Seller.

17.3 In no event shall the total amount subject to any claim in respect of the Supply exceed the Price actually paid to the Seller as price of the Supply.

18 **Compliance with the Law and Code of Ethics**

18.1 The Customer declares:

a. that it shall perform the Supply Agreement in compliance with any and all laws, provisions and/or regulations applicable in the countries in which the Products and the Services are manufactured and/or to which they are destined and in particular that it shall not breach any applicable provisions on anti-corruption, on the protection of the environment, on the protection of personal information and privacy, on employee compensation, working times and conditions, on the protection of child labour, selection of subcontractors, safety on the workplace and motor vehicle safety; and

b. that it shall perform the Supply Agreement in compliance with, as applicable, all the U.S. economic sanctions laws and regulation on the export or potential export of goods, including the mere exchange of strategic information, and that it is aware of and acknowledges that any violation of U.S. sanctions or export control laws may result in serious penalties, up to and including criminal prosecution regardless of the Governing Law; and

c. that it is aware of and acknowledges the provisions of Italian Legislative Decree no. 231 of 8 June 2001, on criminal liability of corporate bodies ("Decree"), that it did not commit any of the offenses stated in the Decree and it undertakes to comply with the provisions of the Decree undertaking to base its conduct, in the performance of the Supply Agreement, on the principles of full disclosure, fairness and loyalty; and

d. that it acknowledges that the Purchaser adopted the Code of Ethics containing, among other things, the principles of company ethics applied by the Purchaser and by the Purchaser's affiliates and/or subsidiaries (the "Code of Ethics"), available at <https://fiocchi.com/en/code-of-ethics>; and

e. to have acknowledged that the Seller has adopted the Organisation, Management and Control Model pursuant to Legislative Decree No. 231/01 containing,

among other things, the internal control principles aimed at guaranteeing and disseminating criteria of correctness and transparency in the conduct of business activities applied by the Seller and the companies in which the Seller has an interest and/or which are controlled by the Seller (the "231 Model"), to be fully aware of the content of this document, which can be consulted at <https://fiocchi.com/en/231-model>, and to undertake to comply with the provisions and principles contained therein.

18 Confidentiality

- 18.1 The Customer shall treat as confidential all technical (including, without limitation, Technical Information of the Purchaser), commercial and any other information communicated or made accessible by the Customer in connection with the performance of the Supply Agreement (the "Confidential Information"). For the purpose of this Article 12, the information communicated or made accessible by the Seller shall not be considered Confidential Information in case the Customer can prove by documentary evidence that such information:
- was already in its possession as of the date of disclosure; or
 - was already in possession of the public as of the date of disclosure; or
 - becomes available to the public after the date of disclosure other than through an act attributable to the fault of the Supplier or of any of the individuals indicated under Article 12.4; or
 - was disclosed by a third party that did not breach any legal or contractual confidentiality obligation.
- 18.2 The Customer shall keep strictly confidential and therefore shall not disclose said Confidential Information to any third party for all the term of the Supply Agreement and for 5 years after its termination or expiration for any reasons whatsoever.
- 18.3 Notwithstanding the contents of this Article, the Customer may disclose the Confidential Information if the same is required to be disclosed by any regulatory body or court provided that the Customer shall, without delay, give prompt notice to the Seller, so that it may object such injunction or seek an any appropriate protective order or other appropriate remedies to protect the confidentiality of said Confidential Information.
- 18.4 For all the duration of the supply relationship, the Customer shall preserve the Confidential Information and any other relevant document, authorizing its availability only to its personnel who needs such information in connection with the performance of the supply of the Products or the Services, and shall ensure and guarantee that said personnel will handle said Confidential Information in accordance with the confidentiality obligations set forth by this Article.
- 18.5 Upon the termination or expiration for any reason whatsoever of the Supply Agreement, or upon request of the Seller, the Customer shall return to the Seller all the documents regarding Confidential Information duly preserved in compliance with Article 12.4.
- 18.6 In any case, the Customer acknowledges the respectability enjoyed by the Seller, and for this reason undertakes not to divulge any information that could harm him, holding the latter harmless for any damage attributable thereto.

19 Data Protection

- 19.1 The parties acknowledge and agree that, should they process, during the performance of the Supply Agreement, personal data of natural persons, as defined by article 4 of the European Regulation on the Protection of Personal Data No. 679/2016 ("GDPR"), they shall process such personal data in compliance with the current legislation on the protection of personal data, including both the GDPR and the national legislation implementing the GDPR such as the Italian

Legislative Decree No 196/2003 as amended by Legislative Decree No 101/2018, as well as the regulatory and secondary legislation in force in the European Union, as subsequently amended or supplemented from time to time, including any guidance and measures issued by the Italian Data Protection Authority as well as by the European Data Protection Board.

20 Governing Law

- 20.1 These general terms and conditions are governed by Italian Law.
- 20.2 In the event of any conflict or inconsistency between the Italian version and the English version of this document, the Italian version shall prevail.

21 Competent Court

Without prejudice to the right of the Seller to convene the Customer before any competent Court in accordance with the rules stated by the Italian Code of Civil Procedure, any dispute shall be submitted to the exclusive jurisdiction of the Court of Lecco.

Place: _____

Date: _____

The Customer

Company Name: _____

Registered Office: _____

VAT nr.: _____

Represented by:

Name Surname: _____

Title: _____

Signature: _____

Specific Approval

The Customer, pursuant to Articles 1341 and 1342 of the Italian Civil Code, specifically agrees with the following clauses: Art. 3.1 (*Technical Information and Confidentiality*); Art. 4.1 e Art. 4.3 (*Payment: delay due to the performance of the Customer*); Art. 5.2 (*Terms of Payment: interest for late payment*), Art. **Errore. L'origine riferimento non è stata trovata.** (*Terms of Payment: loss of benefit of the term*), Art. 5.4 e Art. **Errore. L'origine riferimento non è stata trovata.** (*Terms of Payment: termination*); Art. 6 (*Reservation of Title and Transfer of Risk*), Art. 6.1 (*Reservation of title: enforceability of the reservation against third parties*), Art. 6.2 (*Reservation of Title: Holding of Products*); Art. 7.2 (*Delivery: deposit fee, express termination clause*), Art. 7.4 (*Delivery: indemnity*), Art. **Errore. L'origine riferimento non è stata trovata.** e Art. **Errore. L'origine riferimento non è stata trovata.** (*Delivery: suspension of deadlines*); Art. **Errore. L'origine riferimento non è stata trovata.** (*Handling of Products regulation: export licenses*); Art. 0 (*Inspection and Acceptance of the Supply: Warranty Exclusivity*); Art. 10.5 (*Warranty Forfeiture*) e Art. 10.6 (*Exclusivity of the Warranty*); Art. 12.1 (*Transfer of Rights and Changes to Products*); Art. 13.2 (*Intellectual Property Rights*); Art. **Errore. L'origine riferimento non è stata trovata.** (*Force Majeure: interruption causes*); Art. **Errore. L'origine riferimento non è stata trovata.** (*Causes of withdrawal and express termination clause*), Art. 15.1 (*Causes of withdrawal and express termination clause: Force Majeure*), Art. 15.2 (*Causes of withdrawal and express termination clause*), Art. **Errore. L'origine riferimento non è stata trovata.** *Grounds for withdrawal and express termination clause: notice to perform*) e Art. 15.4 (*Causes of withdrawal and express termination clause: amounts due to the Seller*); Art. **Errore. L'origine riferimento non è stata trovata.** (*Limitations of Liability*); Art. 17.1 (*Limitation of Liability: Direct malfunction damage*); Art. d e Art. 18.2 (*Confidentiality: limits on the use of Confidential Information*); Art. 18.6 (*Data Protection*); Art. 19.1 (*Governing*

Law) e Art. **Errore.** L'origine riferimento non è stata trovata. (*Competent Court*).

The Customer

Signature: _____