GENERAL TERMS AND CONDITIONS OF PURCHASE OF GOODS AND/OR SERVICES

1. Definitions

In these Conditions:

"**Agreement**" means the agreement for the purchase of goods and/or services between FMD and the Supplier and consisting, in hierarchical order of prevalence, of the Order, any Technical Specifications and these Conditions.

"**Conditions**" means these general conditions of purchase.

"**FMD**" means one of the legal entities between Fameccanica.Data S.p.A. a socio unico and its subsidiaries, indicated in the Order.

"**Goods**" means the commercial components and custom components purchased by FMD under these Conditions.

"**Order**" means a purchase order for Goods and/or Services issued by FMD and sent to the Supplier.

"**Party**"/"**Parties**" means, individually/jointly, FMD and the Supplier.

"**Services**" means the general services and technical services purchased by FMD in accordance with these Conditions.

"**Supplier**" means any entity providing Goods and/or Services to FMD under an Agreement.

"**Technical Specifications**" means technical specifications (including drafts, executive designs, prototypes/models, know-how) of the Goods and/or Services that allow the Supplier to identify the physical/technical, dimensional and functional characteristics of the Goods and/or Services to be supplied.

2. Scope of application

2.1. The purchase of Goods and/or Services from the Supplier is governed solely by this Agreement, with the express exclusion of any condition of sale of the Supplier. Any amendment to this Agreement shall be valid and effective only in the case of a specific written agreement between the Parties. The Supplier acknowledges and accepts FMD's right to amend the Technical Specifications even during the performance of the supply and waives any indemnity or compensation.

2.2. The Supplier acknowledges and accepts that these Conditions shall apply to all future supplies of Goods and/or Services by the Supplier.

3. Orders and changes

3.1. These conditions do not bind FMD to issue any Order.

3.2. Orders issued by FMD, as well as amendments or additions thereof, shall be sent to the Supplier in electronic format (email or fax) and may be accompanied by the Technical Specifications.

3.3. Quotations issued by the Supplier are binding for the same Supplier. The request for a quotation and the subsequent issue of the same quotation shall not entitle the Supplier to any kind of remuneration from FMD or undertake of FMD to execute the Agreement.

3.4. The Agreement shall be deemed executed upon receipt by FMD of the confirmation of the Order which the Supplier undertakes to issue within 5 (five) working days following the issue of the Order. It is understood that, without prejudice to the provisions of these Conditions, FMD may cancel the Order until receipt of the related confirmation. In this case, the Supplier shall not be entitled to any remuneration, compensation or indemnity.

4. Delivery

4.1. The Supplier shall perform the supply in a workmanlike manner, according to the highest quality standards and in compliance with the provisions of the Agreement.

4.2. In order to fulfil the obligations undertaken in these Conditions, the Supplier shall appoint a representative as the sole contact for FMD.

4.3. The delivery place is the place where the Goods are to be supplied and/or Services performed according to the provisions of the Order.

4.4. The dates and delivery terms set out in the Order are binding. In case of delay of more than 5 (five) working days, FMD may reduce the remuneration, as specified in the Order or in a separate written agreement between the Parties, without prejudice to FMD's right to compensation for damages.

4.5. During the performance of the Order, should the Supplier foresee difficulties that may prevent it from delivering the Goods and/or performing the Services within the set delivery dates, the Supplier shall immediately inform FMD by way of a written notice.

4.6. The supply of the Goods and/or Services shall be accepted by FMD only if the characteristics of the Goods and/or Services correspond to the requirements specified in the Order, in its annexes and in the Technical Specifications.

4.7. The Supplier acknowledges that the type of Goods and/or Services requires an accurate analysis in order to be able to identify the presence of defects and that, therefore, the acceptance of Goods and/or Services does not imply any waiver of the rights provided for by law. This provision shall also apply once the amounts due by FMD for the supply of Goods and/or Services are settled.

4.8. Any partial performance of Services and any partial delivery, advance delivery, excess delivery or short delivery of Goods are excluded, except by prior written agreement between FMD and the Supplier. Otherwise, FMD shall be entitled to reject such deliveries and to return the Goods to the Supplier, which shall collect them within 8 (eight) working days and bear all the relevant costs. For each day of delay of the Supplier, the storage costs of such Goods shall be charged to the same Supplier, without prejudice to FMD's right to compensation for damages. In any case, the risk of loss of such Goods or of damages to such Goods shall remain with the Supplier in full.

4.9. FMD shall not be required to check the Goods upon delivery or in any case before their use.

4.10. FMD shall be entitled to request the Supplier that the Goods do not hold trademarks, logos, decorative elements or any distinctive element that allows third parties to identify the Supplier. Therefore, Supplier acknowledges and agrees that FMD may affix its trademarks, logos, decorative elements or any distinctive element to the Goods, without prejudice to any liability of the Supplier under this Agreement. Alternatively, FMD shall be entitled to request the Supplier the creation of an identification code for the Goods exclusively referable to FMD.
This article 4.10 does not refer to Goods with CE marking for which the Parties may enter into a separate agreement.

4.11. With regard to the Services, the performance standards required by FMD, the configurations and purposes specified by the same FMD, as defined in the Agreement, and in particular in the Technical Specifications, shall not release the Supplier from its obligation to provide economical and technically defects-free solutions. The Supplier must promptly inform FMD if the above performance standards, configurations or purposes conflict with such solution, or if changes or improvements in the scope or purpose of the Services are necessary or appropriate for other reasons. Additional Services or changes made without FMD's prior written authorisation shall not be invoked as a basis for Supplier's claims.

4.12. In performing the Services, the Supplier shall comply with the technical and security procedures set out by FMD and all the applicable provisions of law and regulations, in particular with regard to (i) safety and accident and professional illnesses prevention at the workplace (including Legislative Decree 81/2008); (ii) regularity of remuneration, contributions and tax; (iii) insurance compliance with the standards set out by FMD; (iv) InfoSec; and (v) transnational provision of services.

The Supplier acknowledges and undertakes to provide FMD with all the documents referred to in this article 4.12 at the FMD's request. At any time, should the Supplier do not meet the above requirements, FMD shall be entitled to withdraw from the Order for the performance of the Services and the Supplier shall not invoke any right or claim, including compensation, against FMD.

4.13. The Supplier's workforce who carries out any activity in the FMD premises in performing an Order shall comply with all the employment rules in force at the same FMD premises.

5. Quality and audit

5.1. The Supplier shall, at any time: (i) maintain the specific standards and quality systems required by the Technical Specifications (the "**Quality Prescriptions**"); and (ii) provide FMD with proof of the compliance with the Quality Prescriptions, at FMD's request.

5.2. Upon reasonable notice, FMD may carry out inspections at the Supplier's premises, either directly or by way of a third party company, in order to verify the compliance with the Quality Prescriptions.

6. Subcontracting

6.1. The Supplier shall execute the Services and carry out the activities referred to in the Agreement exclusively on its own. The Supplier shall not subcontract, either entirely or in part, in any form, the execution of the Services, without the prior and specific written authorisation of FMD, it being understood that the Supplier shall be liable vis-à-vis FMD for any activity taken by such third parties.

6.2. Should the Supplier subcontract, either entirely or in part, the supply of Goods and/or Services, the Supplier shall include in the agreements the same terms and conditions as those set out in this Agreement. This general obligation shall apply in particular to the subcontractor's compliance with (i) obligations of confidentiality, (ii) Legislative Decree 231/2001 and (iii) law provisions and regulations on: (a) rules on accident and professional illnesses prevention, safety and hygiene at the workplace (including Legislative Decree 81/2008); (b) regularity of the remuneration, contributions and tax; (c) insurance compliance with FMD standards; (d) InfoSec; and (e) transnational provision of services.

6.3. The Supplier, at FMD's request, undertakes to provide FMD with all evidence, including documents, concerning the third party's compliance with such obligations.

7. Force majeure

7.1. The Parties agree that force majeure events are deemed to occur in case that supply provided under the Order becomes impossible due to an unforeseeable event beyond the control of the Parties and not attributable to any of them.

7.2. If a Party wishes to invoke the occurrence of a force majeure event, it shall inform the other Party of the relevant event not later than seven (7) days after occurrence of such a force majeure event and shall adopt all reasonable measures to remedy such event and continue to perform its contractual obligations.

7.3. If any force majeure event persists without interruptions for 180 (a hundred and eighty) days, the Parties reserve the unconditional right to withdraw from the supply relationship in whole or in part.

8. Price, payments and billing

8.1. The price of the Goods and/or Services to be supplied shall be the price provided for in the Order ("**Price**"). The Price shall not be modified, unless otherwise agreed in writing between the Parties.

8.2. The Price is all-inclusive and shall include packaging. The Supplier may issue the invoice for the payment of the Price only after acceptance of the Goods and/or Services by FMD, which shall pay in accordance with the single term, from end of month of invoice date, agreed with the Supplier and specified in the Order. This payment term shall also apply to the cases referred to in article 8.6.

8.3. Should FMD complain about the Supplier's default, including delays in delivery or delivery of defective Products and/or Services, FMD shall be entitled to suspend payments, without accruing any interest, until the Supplier remedies the default.

8.4. The Supplier shall issue a regular invoice for each Order indicating the number of the same Order.

8.5. VAT is not included and must be applied on the amount of the invoice according to the law provisions.

8.6. FMD shall be entitled to ask for a bank guarantee or policy of a primary insurance company to be issued in its favour as a guarantee for any amounts paid as a down payment for the provision of the Goods and/or Services. It is understood that the relevant expenses shall be borne by the Supplier.

9. Packaging, delivery and passing of risk

9.1. All deliveries of the Goods shall be carried out in compliance with the applicable "INCOTERMS" as specified in the Order.

9.2. The Supplier shall package the Goods according to the packaging specifications provided by FMD and in any case in such a manner to guarantee the integrity of the Goods and the compliance with the provisions of Article 219, paragraph 5, of Legislative Decree 152/2006 (and subsequent amendments and additions) regarding information criteria for waste management activities. The Supplier shall indemnify FMD for all costs, damages and losses incurred by FMD as a result of the inadequate, insufficient or non-compliant packaging.

9.3. The Supplier acknowledges and accepts that any Goods packaging shall not hold trademarks, logos, decorative elements or any other distinctive element that allows third parties to identify the Supplier and, therefore, that FMD may affix its trademarks, logos, decorative elements or any other distinctive element to the Goods packaging, without prejudice to any liability of the Supplier under this Agreement.

9.4. Should FMD provide the Supplier with special packaging for the supply of Goods, such special packaging shall remain the exclusive property of FMD.

9.5. The Supplier must deliver the Goods according to the terms specified in the Orders.

9.6. If, on the basis of the "INCOTERMS" specified in the Order, the transport of the Goods is to be borne by the Supplier, the transport costs shall be included in the Price and the Supplier shall comply with the transport specifications provided by FMD.

9.7. The Goods will be accepted only if accompanied by a regular transport document ("**T.D.**") specifying the Order number and the code attributed to the Goods by FMD. The T.D. copy, the so-called "COPY RECIPIENT", shall be placed inside the packaging of the Goods and a marking or an adhesive label indicating the words "T.D. INSIDE" shall be applied on the same packaging.

9.8. All the risks of loss of the Goods or of damages to the Goods shall remain with the Supplier until such Goods are received from FMD or from its duly authorized representatives in the agreed place of delivery.

10. Warranties

10.1. The Goods received by FMD may be inspected upon delivery or later, in order to verify the lack of defects, adequacy, suitability and compliance with any Technical Specifications. FMD shall communicate the existence of a defective Good within 60 (sixty) days from the date of the relevant discovery.

10.2. The Services received by FMD may be checked upon delivery or later, in order to verify the lack of defects, adequacy, suitability and compliance with any Technical Specifications. FMD shall communicate the existence of a defective Service within 60 (sixty) days from the date of the relevant discovery.

10.3. FMD reserves the right to contest any defect in the Goods and/or Services even after the settlement of the payment due to the Supplier.

10.4. Should the Supplier fail to begin any procedure to remedy the defect within 8 (eight) working days, following a request by FMD for such remedy, FMD shall be entitled to pursue any reasonable remedy of the same defect, either directly or by way of a third party company, at the Supplier's expense, in order to avoid imminent risks or to prevent further damage. The Supplier acknowledges that the warranty period for Goods and Services is two year from delivery of the Good or the completion of the Service, unless otherwise agreed in writing between the Parties.

10.5. In the case of reconditioned or repaired Goods within the warranty period, the duration of the warranty shall start from the moment the Supplier has returned the reconditioned or repaired Goods to FMD.

10.6. In case of remedies under warranty carried out within the warranty period of the Services, the duration of the warranty shall start from the moment the Supplier has completed the remedy.

10.7. The Supplier shall bear all the costs relating to the reconditioning or repair of the Goods and/or of warranty of the Services carried out within the warranty period and, in particular, all the costs of transport and/or travel, processing, inspection and verification.

10.8. Without prejudice to the remedies provided for by law, the Supplier shall indemnify FMD and shall hold FMD harmless and in any case reimburse and/or compensate the FMD for any damage suffered in the event of: (i) complete or partial withdrawal of products manufactured or sold by FMD as a consequence of a defect in the Goods and/or Services supplied; (ii) damage arising from a defect in the Goods and/or Services; and (iii) damage arising from the correct use of the Goods and/or Services.

10.9. Should the Supplier be informed of the purpose of the Services, the Supplier shall warrant the compliance of such Services with the declared purpose. Any check or approval of parts of the Services shall not affect the Supplier's obligation to perform the Services and provide warranty for them.

11. Intellectual Property

11.1. The Supplier acknowledges that FMD shall be the owner of any intellectual property right of the Technical Specifications and, more generally, of all diagrams, drawings and models provided to the Supplier relating to the performance of the Orders. The Supplier shall not develop for third parties and/or supply to third parties, for any reason, directly or indirectly, products or prototypes created using the Technical Specifications or the above-mentioned diagrams, drawings and models.

11.2. The Supplier shall not use any FMD name, logo, trademark, or other identifying characteristics and features without FMD's prior written approval.

11.3. Supplier grants FMD, without any consideration in addition to the Price due, the perpetual and transferable right to use without restriction and in any product and/or process, the Goods and/or Service, know-how and inventions of Supplier on which the Goods and/or Services are based.

11.4. It is understood that if the Goods are provided with software, FMD shall have the right to use the software and the related documents connected with the Goods purchased. The Supplier shall also provide FMD with updates and new releases of such software but, in any case, shall not be entitled to any additional remuneration.

11.5. The Supplier declares and warrants that the Goods and/or the Services do not infringe any intellectual property rights of any third party. The Supplier shall indemnify FMD for all the costs, damages and claims arising out or relating to the supply, use and subsequent sale of any Goods and/or Services.

12. Confidentiality

12.1. For the purpose of this article, the following information shall be deemed as "**Confidential Information**":

(i) any technical information – including but not limited to Technical Specifications, process, material, raw material, formula, technique, method, software, source code, diagram, drawing, sample, prototype, flow-chart, measuring instrument, video or photo – provided in whatsoever form to the Supplier by FMD, and/or on behalf of it, and/or of which the Supplier has in any way become aware before or after the execution of these Conditions and, subsequently, in connection with the performance of the Orders;

(ii) any commercial information, concerning FMD's organisation, business, suppliers, products or services and customers, in any way disclosed to the Supplier by FMD, and/or on behalf of it, and/or of which the Supplier has however become aware before or after the execution these Conditions and, subsequently, in connection with the performance of the Orders.

The Supplier acknowledges that the Confidential Information are and will remain property of FMD.

12.2. The Supplier shall: (i) hold strictly confidential any and all Confidential Information and not disclose them to any third party; (ii) use such precautionary measures and tools – including those relating to InfoSec – as reasonably required and adequate in order to prevent the disclosure and the unauthorized use of Confidential Information; (iii) use the Confidential Information only to the extent necessary for the performance of the Orders; (iv) promptly return, upon completion of the supply, or even before to such completion if so requested by FMD, all the documents (including those on electronic supports) containing Confidential Information and destroy any copy or support, even electronic, of the same. The Supplier shall provide FMD with a declaration attesting to have destroyed all the above mentioned copies and documents; (v) not file any patent, utility model, design application or other application for the registration of drawings or of any other intellectual property rights based upon, or in connection with, and/or including any Confidential Information; (vi) not develop, directly or indirectly, for the benefit of third parties nor make available, directly or indirectly, to third parties, for any reason whatsoever, any products, samples or prototypes based on the Confidential Information; (vii) not take photographs of Goods, products or prototypes manufactured by using Confidential Information and not advertise or disclose them in any way; (viii) not take photographs inside the FMD's plants; (ix) limit access to Confidential Information within the company only to those employees who need to know them for the fulfilment of their tasks with respect to the performance of the Orders; (x) procure and warrant compliance by the employees who become aware of the Confidential Information with all relating confidentiality obligations; (xi) procure and warrant that third parties to whom the Supplier must disclose, for the performance of the Orders, the Confidential Information comply with the confidentiality obligations in this article, without prejudice to the Supplier's liability to FMD for any breach of the obligations in this article by any such parties.

12.3. Nothing in any Order, nor the disclosure of Confidential Information, can be interpreted as to grant and/or transfer any intellectual property rights or any license to use, in connection with the Confidential Information.

12.4. The Supplier shall not disclose, without the prior written consent of FMD neither the existence nor the content or subject matter of the Agreement and, more generally, the fact that it is a FMD supplier.

12.5. Upon reasonable notice, FMD shall be entitled to carry out inspections at the Supplier's premises, either directly or by way of a third party company, in order to verify compliance with the confidentiality obligations.

13. Insurance

13.1 The Supplier shall take out, at its own expense, the mandatory insurance coverage required by law and indicated below, with a primary insurance company. Such coverage shall be maintained throughout the duration of this Agreement and for a further period of 24 months after the termination of the supply.

13.2 The insurance policies shall cover the Supplier's activities under this Agreement, regardless of whether such activities are carried out by the Supplier itself, any subcontractor or by anyone directly or indirectly employed by any of them, with the following minimum insurance requirements:

- Third Party and Product Liability Insurance policy, including damages to persons (physical injury and death) and damage to property (including non-use), which covers all employees, contractors or subcontractors involved in the supply of Goods. The policy shall be taken out with a limit of indemnity of at least five million (€ 5,000,000) per occurrence and five million (€ 5,000,000) in annual aggregate, which may result from a combination of primary policy and excesses. The policy shall include Third Party Business Interruption and Fire Third Party Liability coverage;
- Product Recall Insurance policy, which shall be taken out with a limit of indemnity of at least five million (€ 5,000,000) per occurrence and five million (€ 5,000,000) in annual aggregate;
- Employer's Liability Insurance policy, in compliance with applicable law provisions, covering all employees or contractors involved in the supply, with a minimum annual limit of indemnity of two million five hundred thousand (€ 2,500,000) and a minimum value of one million five hundred thousand (€ 1,500,000) per individual accident / illness / employee;
- Motor Liability Insurance policy, covering the use of any vehicle, including all owned and non-owned vehicles, leased and rented, with a limit of indemnity for personal injury and property damage of the greater of one million (€ 1,000,000) per occurrence or in compliance with the limits provided by law;
- Property All Risks insurance, covering the Supplier's goods and goods in delivery and custody for which FMD has an interest. Goods shall be declared on the basis of their replacement value.

13.3 The Supplier shall require its subcontractors to take out and/or maintain insurance policies within the above-described limits and extend its coverage to them. The Supplier shall in any case indemnify and be fully responsible for any costs incurred by FMD resulting from the failure to provide or maintain such insurance.

13.4 FMD shall be named as an additional insured on the above-mentioned policies, with the exception of the Employer's Liability Insurance policy.

13.5 FMD's policies shall operate on a second risk basis with respect to the Supplier's policies, in the event of its liability, without the application of any indirect co-insurance.

13.6 Upon renewal and/or eventual replacement of each policy and in any case annually, the Supplier shall provide FMD with an insurance certificate, as proof of coverage, issued by the Insurance Company or a certificate duly completed and signed by a representative of the authorized insurance intermediary.

The failure to purchase or maintain such insurance coverage by the Supplier or the non-delivery by the Supplier or the request by FMD for a copy of certificates proving such coverage shall not be deemed or interpreted as a waiver by FMD of the requirement that the Supplier maintain such coverage; such requirement shall be maintained and the Supplier shall be liable for all damages and/or injuries under this Agreement. In any case, the existence of such insurance policies shall not release or limit the Supplier from any of its obligations or liabilities assumed under this Agreement.

14. Data protection

14.1. The Parties mutually acknowledge and confirm that any processing of personal data resulting from the performance of these Conditions shall be carried out solely for the purposes related to such performance and in any case in compliance with the provisions of Regulation (EU) 2016/679 on the protection of individuals with regard to the processing of personal data ("**GDPR**").

14.2. The Parties, in their respective capacities as autonomous data controllers, undertake to comply with the provisions of the GDPR (and any other applicable provision of law) with specific reference to the methods of data processing and relevant requirements.

14.3. Each Party undertakes, for its own competence, to adopt all the security measures both technical and organizational imposed by the applicable rules and guidelines aimed at protecting data collected in the performance of the activity referred to in the Agreement against any accidental or unlawful destruction, loss, damage, alteration, disclosure and/or access.

14.4. Upon reasonable notice, FMD shall be entitled to carry out inspections at the Supplier's premises, either directly or by way of a third party company, in order to verify compliance with the data protection obligations.

15. Termination and withdrawal

15.1. Without prejudice to what is otherwise provided for in these Conditions, FMD shall have the right to terminate at any time the Agreement, by way of written notice, in the event that:

(i) Goods and/or Services are delivered after expiration of the delivery terms agreed upon by the Parties;

(ii) defective Goods and/or Services are not remedied nor replaced within the terms set forth in these Conditions;

(iii) the Supplier does not fulfil the obligations referred to in articles 5 (quality and audit); 11 (intellectual property) or 12.1 (confidentiality).

15.2. FMD may also terminate the Agreement in the event of the Supplier's non-fulfilment of another agreement between FMD and the Supplier.

15.3. FMD is entitled to withdraw from this Agreement at any time by way of at least 30 (thirty) days prior written notice. In the event of withdrawal by FMD, as the Supplier's sole and exclusive remedy, the Supplier may charge FMD for the payment of the remuneration relating only to the supplies carried out diligently until the effective date of withdrawal.

16. Code of Conduct and Italian Legislative Decree 231/2001

16.1. The Supplier declares that have read and understood FMD's Code of Ethics and the Organizational Model (the "**Code of Conduct**") and the Italian Legislative Decree 231/2001 (the "**Decree**"), made available through the website www.fameccanica.com.

16.2. The Supplier acknowledges that compliance with the Decree and/or the Code of Conduct, constitutes an essential part of the obligations undertaken by the same under the Agreement and any breach of the provisions contained in the Code of Conduct and/or Decree is deemed a material breach of the Agreement and shall entitle FMD to terminate the same Agreement with immediate effect pursuant to art. 1456 of the Italian Civil Code.

17. Anticorruption Global Policy

17.1. The Supplier declares that have read and understood FMD's Anticorruption Global Policy, made available through the website www.fameccanica.com.

17.2. The Supplier acknowledges that compliance with the Anticorruption Global Policy constitutes an essential part of the obligations undertaken by the same under the Agreement and any breach of the provisions contained in the Anticorruption Global Policy is deemed a material breach of the Agreement and shall entitle FMD to terminate the same Agreement with immediate effect pursuant to art. 1456 of the Italian Civil Code.

18. Exports and country of origin

18.1. The Supplier shall comply with any legislation or regulations governing the delivery of Goods or performance of Services and, in particular, with the export provisions of the EU or EU member states and of the USA and with the applicable export control law and customs regulations of the country of origin. The Supplier shall also provide FMD with all correlated information.

18.2. The Supplier shall provide FMD with the following information: (i) whether or not the Goods supplied are subject to the restrictions imposed by the "Dual Use" legal regime as provided for in Article 11(9) of Regulation (EU) 2021/821; (ii) in the event that the Goods fall within the scope of the "Dual Use" legal regime, Supplier shall provide the ECCN code related to such Goods; and (iii) all the information concerning any restrictions on the re-exportation of the Goods. The Supplier's failure to provide the above information shall be interpreted as a declaration issued by the Supplier certifying (i) that the Goods are not covered by the "Dual Use" legal regime and (ii) that there are no restrictions on the re-exportation of the Goods.

18.3. In addition to the provisions of Article 18.2, the Supplier shall, within 5 (five) days of receiving a specific written request from FMD, provide the following information: (i) a declaration certifying the non-preferential and/or preferential origin of the Goods supplied; (ii) a detailed statement certifying the material composition of the Goods (by way of example: the percentage of aluminum and/or steel contained within the Goods, etc.), which shall be prepared using the format provided by FMD; and (iii) the HTS code of the Goods.

18.4. The Supplier shall indemnify and hold FMD harmless from and against any and all costs, expenses, damages, penalties, and/or other adverse consequences of any nature whatsoever arising out of or related to any omissions, false statements, inaccuracies, or incomplete declarations made by the Supplier in connection with its obligations under Articles 18.1, 18.2 and 18.3 above.

19. Miscellaneous

19.1. If any provision of these Conditions or any subsequent agreements relating to the supply of the Goods and/or Services is declared invalid, then such provision shall not affect any other provision thereof.

19.2. These Conditions and any related issue, including the performance of the Orders, are governed by the laws of the Italian Republic.

19.3. Any dispute arising out of this Agreement shall be referred to the exclusive jurisdiction of the Court of Chieti.

Date_____

Accepted by

(On behalf of the Supplier)

_____

Mr. _____, duly authorized

The Supplier declares that all clauses of the Agreement have been specifically negotiated and hereby expressly agrees upon, and specifically approves, pursuant to Article 1341 and Article 1342 of the Italian Civil Code, the following provisions: the following provisions: 2 (Scope of application), 3 (Orders and changes), 4 (Delivery), 8 (Price, payments and billing), 9 (Packaging, delivery and passing of risk), 10 (Warranties), 11 (Intellectual Property), 12 (Confidentiality), 15 (Termination and withdrawal), 18 (Exports and country of origin, Supplier's indemnity obligation), 19.2-19.3 (Applicable law and jurisdiction).

(On behalf of the Supplier)

_____

Mr. _____, duly authorized