

Vertiv S.r.l.

Standard Terms and Conditions of Sale for Products, Services and Software

1. DEFINITIONS:

In these Terms and Conditions of Sale:

"Buyer" means the legal entity purchasing the Products, Services and/or Software licenses in accordance with the Contract;

"Contract" means the agreement made between Buyer and Seller for the supply of the Products, Software and/or Services concluded on the Effective Date in accordance with Seller's order acknowledgment, if any, Seller's quotation, and these Standard Terms and Conditions of Sale together with all other documents contained or expressly referred to therein;

"Contract Price" means the price for the supply of the Products, Services and/or Software agreed between the parties in the Contract;

"Documentation" means the list of documents required under the Contract;

"Effective Date" means the date of Seller's acceptance of Buyer's order by way of Seller's order acknowledgment or as otherwise defined within the Contract;

"Embedded Software" means licensed software and/or firmware which are preloaded, or to be loaded into the Products;

"Products" means the goods, including spare parts ("Parts") (except as set out in Clause 13), and Documentation to be supplied by Seller in accordance with the Contract;

"Installation" - the fixing into position of the Products, and their connection to Buyer's infrastructure (as applicable).

"Intellectual Property Rights" means all (i) rights in intellectual property, including patents, trade and service marks, trade names, right in designs, copyrights, moral rights, and rights in databases, in all cases whether or not registered or able to register in any country for the full term of such rights including any extension to or renewal of the terms of such rights and including registrations and applications for registration of any of these and rights to apply for the same and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world; and (ii) all trade secrets, confidentiality and other proprietary rights including all rights to knowhow and other technical information;

"Parties" means the Buyer and the Seller entering into the Contract;

"Plant" - all facilities, machinery, apparatus, articles, materials and things to be provided by Buyer to be used in conjunction with or in association with the Products and/or the Service of the Products.

"Seller" means the legal entity selling the Products, Services and/or Software licenses in accordance with the Contract;

"Service" means the work(s) as defined in the Seller's quotation and/or scope/statement of work to be supplied by Seller in accordance with the Contract;

"Site" - the place(s) identified in the Contract where the Products are to be delivered, installed and/ or Services performed.

"Site Acceptance Tests" - the tests specified in the Contract or as otherwise agreed in writing between Buyer and Seller to be performed at Site.

"Site Acceptance Certificate" means the document certifying the results of the Site Acceptance Tests;

"Software" means computer Software which may include associated media, printed materials and online or electronic documentation to be supplied by Seller in accordance with the Contract;

"Trade Compliance Laws" means all applicable import, export control and sanctions laws, regulations, orders and requirements, including without limitation those of the United States, the European Union and the jurisdictions in which Seller and Buyer are established, or from which Products, Software, Services and technology may be supplied or delivered to.

2. THE CONTRACT

2.1 These Standard Terms and Conditions of Sale apply to all Contracts between the Parties. Buyer's terms or conditions that are different in whole or in part from these Standard Terms and Conditions of Sale shall apply only where accepted expressly in writing by Seller. Seller shall only be bound by statements, warranties and representations expressly referred to in the Contract.

2.2 Seller's order acknowledgment, Seller's quotation and these Standard Terms and Conditions of Sale constitute the only documents governing the supply of Products, Services and/or Software under the Contract, cancel and replace any previous agreement between the Parties and prevail over any other provision contained in subsequent documents unless expressly agreed between the Parties. Seller's order acknowledgment shall always prevail over any conflicting terms or provisions of the Contract.

2.3 No alteration or variation to the Contract shall apply unless agreed in writing by both Parties.

3. PRICES

3.1 Prices are those agreed between the Parties in the Contract.

3.2 Prices are for Products delivered EXW Incoterms 2010 (or such later version as amended) and are exclusive of packing and transport. Packing materials are non-returnable.

3.3 Additional charges as agreed or otherwise, at Seller's standard rates, will be invoiced to Buyer, and Buyer shall be liable for any of the following: **(i)** any Services not specified in the Contract; **(ii)** any Services performed at times other than Seller's standard office hours; **(iii)** if reasonable site and/or equipment access is denied or delayed to Seller; **(iv)** any cancelled, aborted, delayed or prevented visits arising from the actions or omissions of the Buyer; **(v)** parts and labour specified as excluded within Seller's quotation and/or scope/statement of work or the Contract; and **(vi)** transport and/ or insurance costs associated with any special delivery arrangements requested by Buyer and agreed to by Seller.

3.4 Buyer hereby acknowledges and accepts Seller's right to invoice Buyer for Services, as requested by Buyer, pursuant to the above Clause 3.3, without the prior receipt of Buyer's purchase order.

3.5 Prices are exclusive of Value Added Tax and any other taxes, duties, levies or other like charges.

3.6 Notwithstanding anything stating to the contrary in these Standard Terms and Conditions of Sale, in the event of a Force Majeure Event, the Seller will be entitled to make equitable adjustments in Seller's price for the Products or Services prior to Seller's shipment or performance thereof.

4. INVOICING AND PAYMENT

4.1 Unless otherwise agreed in writing:

(i) Products and Software will be invoiced at any time after their readiness for dispatch has been notified to Buyer,

(ii) Annual Services will be invoiced yearly in advance,

(iii) Non-annual Services will be invoiced upon completion.

4.2 Unless otherwise agreed, Buyer shall pay invoice(s) in full, within 30 days of the date of invoice, to the bank account and in the currency specified in the Contract or in the invoice. Payments can only be made from bank accounts in the country of Buyer's incorporation and from bank accounts in its own name.

4.3 The Parties undertake to comply with all the obligations of traceability of financial flows as per art. 3 L. 136/2010 as subsequently amended. Where applicable, all financial transactions related to the Contract shall be done using dedicated current accounts. All payment shall be made through bank or postal transfers or any other instrument that allows for the traceability of the payment. In case of failure to comply with such obligations, the compliant Party shall immediately inform the authorities indicated by law about the non-compliance.

4.4 Without prejudice to Seller's other rights, Seller reserves the right to: **(i)** charge interest, in accordance with D.lgs. 192/2012, on any overdue sums during the period of delay; **(ii)** withhold shipment or otherwise suspend performance of the Contract, in the event of Buyer's failure to pay or in Seller's reasonable opinion it appears that Buyer is likely to breach an obligation under the Contract or under any collateral contract between the parties; and/or **(iii)** require at any time full payment of the invoice; and/or **(iv)** terminate the Contract for non-payment or late payment pursuant to Clause 19.1.

4.5 Buyer is not entitled to set off any claim against Seller that is due and payable against any debt to the Seller that is due and payable (e.g. invoices). To the extent permitted under applicable law, in the event of a claim issued by the Buyer, the latter shall not be entitled to suspend or postpone any payment obligation whatsoever under the Contract.

4.6 No discount for prompt or early payment is granted.

5. DELIVERY, TITLE AND RISK

5.1 Products will be delivered Carriage Paid To (CPT) Incoterms 2010 (or such later version as amended) to the destination named in the Contract; freight, packing and handling will be charged separately at Seller's rates then in effect at the time of delivery and shall be added to the purchase price. Seller shall be entitled to make partial deliveries. Claims for shortfalls in Contract deliveries shall be void if made more than 7 days after the delivery in cause.

5.2 Subject to Clause 11, title and risk to the Products shall pass to Buyer at the time of delivery of the Products at the place agreed in the Contract.

5.3 Unless otherwise expressly agreed between the Parties the dates for delivery of the Products and Software or completion of Services shall be considered only estimated forecasts and apply from the Effective Date. Exceeding such dates shall not result in Seller's default. If Buyer's acts and/or omissions impacts, delays or prevents Seller's performance, the delivery/completion period and price shall be adjusted accordingly. If delivery is so prevented, or if having been notified that the Products and Software are ready for dispatch Buyer fails to take delivery or provide adequate shipping instructions, Seller shall be entitled to place the Products and Software into a suitable store at Buyer's expense. Upon placing the Products and Software into store, delivery shall be deemed to be complete, title and risk shall pass to Buyer and Buyer shall pay the Contract Price to Seller accordingly.

6. FORCE MAJEURE

6.1 The Contract shall be suspended, without liability, in case of a Force Majeure Event. A Force Majeure Event is any circumstance beyond the reasonable control of the party affected, which delays or prevents its performance of the Contract, including but not limited to: viruses, viral outbreaks, disease, pandemics, widespread sickness, epidemic and other illness or sickness, Acts of God, war, armed conflict or acts of terrorism, civil unrest, fire, explosion, accident, flood, sabotage, governmental decisions, actions (including but not limited to prohibition of exports or re-exports or the failure to grant or the revocation of applicable export licenses), strike, lockout or injunction, and unavailability of or delays in the supply of materials, components, parts or labor required for the design and/or manufacture of the Products or the performance by Seller of the Services. This shall not apply to Buyer's obligation to pay any invoices due. If, due to a Force Majeure Event, either party is delayed or prevented from performance of its obligations for more than 180 calendar days, either party may terminate the then unperformed portion of the Contract by giving thirty (30) days written notice to the other party, without liability provided that Buyer shall be obliged to pay Seller's reasonable costs and expense associated with any work in progress and to pay for all Products and Software delivered and Services performed as at the date of termination.

7. INSPECTION(S) AND TESTING

7.1 Seller shall inspect and test Products (excluding Parts) in accordance with Seller's standard inspection and test procedures. Buyer shall be liable for any fees associated with additional inspection(s) or test(s), including specific documentation/certification, requested by Buyer and agreed upon by Seller. Should Buyer fail to attend any scheduled inspection(s) or test (s) as previously agreed, such tests shall continue as planned and be deemed to have taken place in the presence of Buyer.

8. SITE FACILITIES

8.1 To enable Seller's obligations under the Contract in respect of the Services to be expeditiously and properly carried out Buyer will provide at no cost to Seller all facilities and assistance reasonably required by Seller which may include but shall not be limited to the following:

a) suitable access to the Site, continuous and unrestricted access to the Plant and to the Products, satisfactory foundations and environmental conditions for the Products, adequate lifting facilities and scaffolding, all unskilled labour, any masons', joiners' or builders' work necessary, suitable security and protection for the Site and for the Products at time of delivery, any electrical power in accordance with Seller's requirements, lighting and heating needed, suitable sanitation facilities and drinking water (reasonably close to the point(s) of installation of the Products) and all other necessary facilities and assistance.

b) a safe working environment (including where appropriate, safety induction procedures and special protective clothing).

c) adequate first aid and medical facilities at or adequately close to the Site.

8.2 Buyer will be responsible for ensuring that the Plant is correctly installed and fit for its purpose and that any necessary minor adjustments to be made to the Plant are carried out expeditiously.

8.3 Unless otherwise agreed, Seller will not be responsible for unloading the Products and moving it to the place of Installation. If, in Seller's sole opinion, the Site environmental conditions are not suitable for the Installation of the Products or the performance of Services, a safe working environment does not exist on Site or if Buyer fails to have provided any facility or assistance to be provided by it under the Contract, Seller's obligations to provide Services shall be suspended (without liability to Seller) until the conditions have been rectified to Seller's satisfaction and any time limits for completion of the Services shall be appropriately extended. If the Products have suffered loss, damage or deterioration after delivery and before Services commence, the Products shall be put in a satisfactory condition at Buyer's cost before Seller shall be obliged to proceed.

9. SUPERVISION OF INSTALLATION

9.1 Where Seller is responsible for supervision of Installation or part thereof, Seller shall provide the services of one or more competent personnel to give instruction to the labour provided by Buyer.

9.2 The labour provided by Buyer shall remain the servants of and under the control of Buyer. Seller shall not be liable for any act or omission of such labour.

9.3 The labour provided by Buyer shall in all respects be of adequate skill and sufficient in number to allow Seller to carry out its obligations in accordance with this clause 19.

10. SITE ACCEPTANCE TESTS

10.1 Where Seller is responsible under the Contract for the performance of the Site Acceptance Tests:

10.1.1 When Installation is complete to Seller's satisfaction, Seller will give notice to Buyer of the commencement of the Site Acceptance Tests. The Site Acceptance Tests will be conducted in accordance with test procedures mutually agreed between the parties.

10.1.2 If Seller is unable to proceed with Site Acceptance Tests on the due date for commencement thereof due to reasons within



the control of Buyer, or if the Products fails to pass the Site Acceptance Tests due to reasons outside Seller's control, the Products shall be deemed to have been taken over and the Site Acceptance Certificate shall be deemed to have been signed by Buyer. In either event the Site Acceptance Tests, or repeats thereof, shall be conducted at a time to be agreed and any additional costs incurred by Seller shall be to the account of Buyer.

10.1.3 If during the Site Acceptance Tests any of the Products are found not to be in accordance with Seller's specifications, Seller shall promptly make good the defect. Thereafter the Site Acceptance Tests shall be repeated in accordance with this Clause 10.

10.1.4 When the Products have passed Site Acceptance Tests, Buyer shall sign a Site Acceptance Certificate. The signature of the Site Acceptance Certificate by Buyer shall, be conclusive evidence of the sufficiency of the Products and any Services provided by Seller in connection with the Contract.

11. WARRANTY AND DEFECTS

11.1 Warranty On Products

11.1.1 Seller warrants subject to the other provisions of the Contract, **(i)** good title to and the unencumbered use of the Products and **(ii)** that Products manufactured by Seller shall conform to Seller's specification(s), comply with all applicable statutory requirements and be free of defects in materials and workmanship. If prior to the expiry of the Warranty Period (as defined in section 11.1.3) and in any case within thirty (30) days after Buyer's discovery of any warranty defects within the Warranty Period, Buyer notifies Seller thereof in writing, Seller shall, at its option, and as Buyer's exclusive remedy, repair, correct or replace or refund the purchase price for that portion of the Products found by Seller to be defective. Failure by Buyer to give such written notice within the applicable time period shall be deemed an absolute and unconditional waiver of Buyer's claim for such defects.

11.1.2 Consumables, including, without limitation, glass parts and electrodes, membranes, liquid junctions, electrolytes and reagents, O-rings, plastic tubes, elastomers, etc. are warranted to be free from defects in material and workmanship under normal use and service for a period of ninety (90) days from the date of shipment by Seller.

11.1.3 Except as otherwise expressly stated in Seller's quotation or Seller's applicable specification(s), the warranty period for Products is 12 calendar months from putting Products into operation or 18 calendar months after their delivery, whichever is sooner ("Warranty Period"). Products repaired or replaced shall be subject to the unexpired portion of the Warranty Period or for ninety (90) days from the date of their return to Buyer, whichever expires the later.

11.1.4 To the extent permitted under applicable law, repaired or replacement items will be delivered by the Seller at the Seller's cost to the Buyer's Site in Italy or, if the Buyer's Site is located outside Italy, FCA in Italy.

11.2 Warranty on Services

11.2.1 Seller warrants subject to the other provisions of the Contract that it will perform the Services, as described by the Seller, with all reasonable skill and care applicable to Seller's industry. Seller warrants that all Services performed shall be free from defects in workmanship for a period of ninety (90) days from completion of Services. Except for warranty provided by the arts manufacturer, the Parts furnished hereunder are furnished as-is, with no warranty whatsoever. The sole and exclusive remedy for breach of any warranty hereunder shall be limited to, at Seller's sole option, either correct performance for that portion of the Services found by Seller to be defective or refund of the price paid for the defective Services.

11.3 Warranty scope and exclusion

11.3.1 No other representations, warranties or conditions of any kind, express or implied, shall apply as to satisfactory quality, merchantability, fitness for any particular purpose or any other matter with respect to any of the Products or Services except for those described within the Seller's scope of work and for those particular purposes which have been clearly disclosed by Buyer and specifically accepted by Seller to fit specific Buyer's requests. These warranty terms represent Buyer's exclusive remedy for defects.

11.3.2 Notwithstanding Sub-clauses 11.3.1. Seller shall not be liable for any defects or non-conformities to Seller's specification caused by **(i)** fair wear and tear, **(ii)** accident, **(iii)** materials or workmanship as made furnished or specified by Buyer, **(iv)** non-compliance with Seller's storage, installation, or operation instructions or environmental specifications, **(v)** unsuitable power sources, **(vi)** lack of proper maintenance, **(vii)** misuse, **(viii)** any modification or repair not previously authorized by Seller in writing **(ix)** the use of non-authorized Software or spare or replacement parts **(x)** nor any other cause not the fault of Seller. Seller's costs incurred in investigating and rectifying such non-conformances shall be paid by Buyer upon Seller's demand.

12. SUPPLEMENTARY WARRANTY APPLICABLE TO SOFTWARE

12.1 Warranty for Software is set out in the appropriate Software license agreement(s) applicable to the Software.

13. SOFTWARE

13.1 Notwithstanding any other provision herein to the contrary, Seller or applicable third-party owner shall retain all rights to the respective Software, including all Intellectual Property Rights relating to such Software and all copies of such Software. Software



is licensed, not sold. Except as otherwise provided herein, Seller grants end-user a perpetual, non-exclusive, worldwide, personal, non-transferable, and non-sublicensable license to install and use the Software for end-user's personal internal business operations. End-user's use of certain Software shall be governed exclusively by Seller's and/or third-party owner's applicable license terms. Use of Software by any individual or organization not authorized in writing by Seller is strictly prohibited.

14. LIMITATION OF LIABILITY

14.1 Notwithstanding any other provision of the Contract, Seller's exclusive combined maximum aggregate liability for any and all losses, liabilities, expenses - including legal expenses, damages, claims or actions incurred under or in connection with the Contract or any collateral contract between the parties, arising in or by virtue of breach of contract, tort - including negligence, misrepresentation, breach of statutory duty, strict liability, infringement of Intellectual Property Rights or otherwise, shall in no circumstances exceed the Contract Price.

14.2 Nothing in the Contract or any collateral contract shall exclude or in any way limit Seller's liability for, **(i)** gross negligence, **(ii)** willful misconduct, **(iii)** death or personal injury caused by Seller's negligence or **(iv)** damages caused by defective products within the limits defined under European Directive 85/374/CEE.

14.3 Notwithstanding any other provision of the Contract and save as set out in art 1229 c.c., Seller shall not be liable under or in connection with the Contract or any collateral contract between the parties, for any indirect or consequential damages such as: **(i)** loss of income; **(ii)** loss of actual or anticipated profits; **(iii)** loss of anticipated savings; **(iv)** increased costs of any kind; **(v)** loss of business; **(vi)** loss of contracts; **(vii)** loss of goodwill or reputation; **(viii)** loss of, damage to or corruption of data; **(ix)** claims of Buyer's customers or **(x)** any indirect or consequential loss or damage of any kind, howsoever caused and whether arising in or by virtue of: **(a)** breach of contract; **(b)** tort (including negligence); **(c)** misrepresentation; **(d)** breach of statutory duty; **(e)** strict liability; or **(f)** infringement of Intellectual Property Rights, whether or not such loss or damage was foreseeable or in the contemplation of the parties.

15. INTELLECTUAL PROPERTY

15.1 All Intellectual Property Rights regarding Products, Documentation, Services and Software remain with Seller. Seller shall also retain the Intellectual Property Rights of all inventions, designs and processes made or developed by Seller in the context of performance under the Contract. Commercial exploitation of Seller's Intellectual Property Rights and third-party rights is strictly prohibited.

15.2 Buyer is hereby granted a non-exclusive, royalty-free license to use the Documentation and Embedded Software in conjunction with the Products and under the terms and conditions under which the Embedded Software and Documentation are supplied, provided that and for so long as the Embedded Software and Documentation are not copied (unless expressly authorized by applicable law) and Buyer holds the Embedded Software and Documentation in strict confidence and does not disclose them to others, or permit others to have access to them (other than Seller's standard operating and maintenance manuals).

15.3 Buyer may transfer the foregoing license to another party which purchases, rents or leases the Products, provided the other party accepts and agrees in writing to be bound by the conditions of this Clause.

15.4 Subject to the limitations contained in Clause 14, in the event of any third party claim for infringement of Intellectual Property Rights existing at the Effective Date and arising from the use or sale of the Products, Services and Software, Seller shall indemnify Buyer against all reasonable costs and damages awarded against Buyer in any action for such infringement, or for which Buyer may become liable in any such action, provided always that Seller shall not be liable to so indemnify Buyer in the event that:

(i) such infringement arises as a result of Seller having followed a design or instruction furnished or given by Buyer, or the Products and Software having been used in a manner or for a purpose or in a country not specified in the Contract or in association or combination with any other equipment or Software, or the Products and Software having been modified other than in accordance with Seller's written instructions, or

(ii) Seller has at its expense procured for Buyer the right to continue to use the Products and Software or has modified or replaced the Products or Software so that they no longer infringe, or

(iii) Buyer has failed to give Seller the earliest possible notice in writing of any claim made or to be made or of any action threatened or brought against Buyer and/or Buyer has failed to permit Seller, at Seller's expense, to conduct and control any litigation that may ensue and all negotiations for a settlement of the claim and/or Buyer has failed to cooperate with Seller in the defense of any such claim and/or action, or

(iv) Buyer has made without Seller's prior written consent any admission which is or may be prejudicial to Seller in respect of any such claim or action.

15.5 Buyer warrants that any design or instructions furnished or given by it shall not cause Seller to infringe any Intellectual Property Rights in the performance of Seller's obligations under the Contract and shall indemnify Seller against all reasonable costs and damages which Seller may incur as a result of any breach of such warranty.

16. CONFIDENTIALITY

16.1 This Contract, the subject matter thereof and all designs, drawings, specifications, software and other information whether of a technical or commercial nature shall be treated as confidential by Buyer and shall not, without Seller's prior consent in writing, be disclosed by Buyer to any third party or used by Buyer for advertisement, display or publication or for any purpose other than as necessary for the proper performance of its obligations under this Contract.

17. STATUTORY AND OTHER REGULATIONS

17.1 If Seller's performance of its obligations under the Contract shall be increased, reduced or adversely affected in any way by reason of the making or amendment after the date of Seller's quotation of any law, order, regulation or by-law, the Contract Price and delivery period shall be adjusted accordingly and, at Seller's option, performance of the Contract shall be adjusted, suspended and/ or terminated.

17.2 Except to the extent otherwise required by applicable law, Seller shall have no responsibility for the collection, treatment, recovery or disposal of (i) the Products or any part thereof when they are deemed by law to be 'waste' or (ii) any items for which the Products or any part thereof are replacements. If Seller is required by applicable law, including waste electrical and electronic equipment legislation, European Directive 2012/19/EU (WEEE) and related legislation in EU Member States, to dispose of 'waste' Products or any part thereof, Buyer shall, unless prohibited by applicable law, pay Seller, in addition to the Contract Price, either (i) Seller's standard charge for disposing of such Products or (ii) if Seller does not have such a standard charge, Seller's costs, including all handling, transportation and disposal costs.

18. EXPORT CONTROLS AND COMPLIANCE

18.1 Buyer and Seller shall comply with Trade Compliance Laws and where applicable, the requirements of any necessary import/export licenses will apply to its receipt and use of Products, Software, Services and technology. In no event shall Buyer use, transfer, release, export, or re-export any such Products, Services, Software, or technology in violation of Trade Compliance Laws or the requirements of any Import/Export Licenses.

18.2 Seller shall have no obligation to supply any Products, Software, Services, or technology unless and until it has received the necessary import/export Licenses, if any, or all the information requested is provided. If for any reason any such import/export Licenses are denied or revoked, or if there is a change in any Trade Compliance Laws that would prohibit Seller from performing under the Contract, or would the execution of the Contract, in the reasonable judgment of Seller, have an impact upon company's reputation or otherwise expose Seller to a risk of liability under Trade Compliance Laws, Seller shall be relieved without liability of all obligations under the Contract.

18.3 Seller declares:

- a) it has adopted an Organizational Model pursuant to the Italian Legislative Decree 231/2001 ("Decree") and hereby declares that in carrying out its activities it has adopted internal procedures in order to prevent the commission by its employees and / or administrators of the crimes listed under the Decree.
- b) to be aware that false declarations regarding point a) above, or commission and / or attempt to commission one of the criminal offenses included in the scope of application of the Decree, on the part of its employees, subcontractors or agents in the execution of the Contract constitutes in all respects a serious breach by the Seller pursuant to and for the purposes of art. 1455 c.c. and that can be considered as false declarations pursuant to and for the purposes of art. 76 of the D.P.R. 445/2000

18.4 Buyer acknowledges that Seller is committed to eliminating all risk of bribery and corruption and agrees that it shall not engage in any activity, practice or conduct that would expose Seller to a risk of penalties under Anti Bribery or Corruption laws and regulations of any relevant jurisdiction including without limitation those of the United States, the European Union and the jurisdictions in which Seller and Buyer are established. Buyer warrants and undertakes that it has and will maintain in place, adequate procedures to prevent any conduct that would give rise to an offence under any applicable Anti Bribery or Corruption laws and regulations, and each of its employees, directors, officers, subcontractors, agents and representatives has not taken, and will not undertake any actions which constitutes a breach of any Anti-Bribery or Corruption laws and regulations. Buyer is committed to comply with the Italian Legislative Decree 231/2001 and any violation thereof shall entitle Seller to terminate the Contract,

19. DEFAULT, INSOLVENCY AND TERMINATION

19.1 Seller shall be entitled, without prejudice to any other rights it may have, to terminate with immediate effect as per art. 1456 c.c the Contract forthwith, wholly or partly, by notice in writing to Buyer, if:

- a) non-payment of the contractual price by the Buyer according to the agreed terms and deadlines
- b) Buyer is in default of any of its obligations under the Contract and fails (where such default is remediable), within 10 working



days of the date of Seller's notification in writing of the existence of the default, either to rectify such default if it is reasonably capable of being rectified within such period or, if the default is not reasonably capable of being rectified within such period, to take and thereafter continue diligently to take action to remedy the default or

c) change in any law, order or regulation or by-law affecting Seller's performance of its obligations under the Contract;

d) violation of the traceability obligations set by art. 3 of Law n. 136/2010 et seq. mm., where applicable;

e) Buyer's breach of Seller's Code of Ethic and/or Organizational Model

f) if Buyer or a Buyer's Affiliate becomes bankrupt or insolvent, or is made the subject of an administration order, or commences a winding-up by reason of insolvency, not being a member's voluntary winding-up for the purpose of amalgamation or reconstruction, Seller shall be entitled, without prejudice to any other rights it may have, to cancel the Contract, wholly or partly, by notice in writing to Buyer. Seller shall be entitled to recover from Buyer or Buyer's representative all costs incurred by Seller as a result of such cancellation, including a reasonable allowance for overheads and profit (including but not limited to loss of profit);

g) the happening in relation to Buyer of an event analogous to any of the above in any jurisdiction in which it is incorporated or resident or in which it carries on business or has assets.

h) any seizures, foreclosures that have become executive and affect Buyer's assets to the point of considerably limiting its capital capacity to honour its debts

In all the above cases, Seller shall be entitled to recover from Buyer or Buyer's representative all costs and damages incurred by Seller as a result of such cancellation, including a reasonable allowance for overheads and profit (including but not limited to loss of prospective profits and overheads).

20. MISCELLANEOUS

20.1 PRODUCTS, SOFTWARE AND SERVICES PROVIDED HEREUNDER (i) MAY NOT BE USED IN APPLICATIONS INVOLVING LIFE-SUSTAINING OR LIFE-SUPPORTING DEVICES OR WITHIN PROXIMITY OF SUCH DEVICES WITHOUT PRIOR NOTICE AND WRITTEN APPROVAL OF SELLER AND (ii) ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, AND RELATED APPLICATIONS. Buyer **(i)** accepts Products, Software and Services in accordance with the foregoing restriction, **(ii)** agrees to communicate such restriction in writing to any and all subsequent purchasers or users and **(iii)** agrees to defend, indemnify and hold harmless Seller from any and all claims, losses, liabilities, suits, judgments and damages, including incidental and consequential damages, arising from use of Products, Software and Services in any restricted applications, whether the cause of action be based in tort, contract or otherwise, including allegations that Seller's liability is based on negligence or strict liability.

20.2 The Contract and these terms and conditions constitute the complete agreement between the parties and supersede all previous, oral and written agreements between the parties. If any clause, sub-clause or other provision of the Contract is found by any court to be invalid under any statute or rule of law, such provision, to that extent only, shall be deemed to be omitted without affecting the validity of the remainder of the Contract.

20.3 The Contract shall in all respects be construed in accordance with the laws of Italy and all disputes arising out of the Contract shall be subject to the exclusive jurisdiction of the courts of Milan, excluding the 1980 Vienna Convention on Contracts for the International Sale of Products.

20.4 No addition to, (including but not limited to liquidated damages provisions) or modification of the Contract shall be binding unless expressly agreed in writing between the Parties.

20.5 No failure or delay by Seller in exercising any right, power, or privilege under the Contract or by law in relation to the Contract shall operate as a waiver thereof.

20.6 Buyer shall not be entitled to assign or novate the Contract or any part thereof without the prior written consent of Seller which shall not be unreasonably withheld or delayed.

21. DATA PROTECTION

21.1. Both Buyer and Seller will comply with their obligations under all applicable data protection laws in respect of the Products and Services to be provided under the Contract.

21.2. Parties will provide one to the other, only the personal data of the persons ("data subjects") involved in the execution of the Contract. It is party's providing the data responsibility to ensure that the data are collected in accordance with the applicable privacy regulations.

21.3. Each party agrees that in respect of such personal data supplied by the other party it shall: **(a)** use only the personal data of the persons involved in the execution of the Contract and only for this purpose; and **(b)** ensure that appropriate technical and organizational measures shall be taken against unauthorized or unlawful processing of that personal data and against accidental loss or destruction, or alteration of, or damage to, that personal data; and **(c)** transfer that personal data to third parties only for purposes related to the execution of the Contract and only after providing the adequate safeguards required under data protection legislation, to ensure such transfer; and **(d)** comply with any reasonable request made by the other party to ensure compliance



with the measures contained herein

Seller Firmato digitalmente da: MOZZATO STEFANO
Data: 02/12/2021 17:11:40

Buyer

Pursuant to articles 1341 e 1342 of the Italian Civil Code, the Buyer confirms that I have read and expressly approved the following sections in these **Terms and Conditions of Sale**: 2 (Contract), 4 (Invoicing and Payment), 5 (Delivery, Title and Risk), 7 (Inspection(s) and Testing), 8 (Site Facilities), 9 (Supervision of Installation), 10 (Site Acceptance Tests), 11 (Warranty and Defects), 12 (Supplementary Warranty Applicable To Software), 13 (Software), 14 (Limitation of Liability), 15 (Intellectual Property), 16 (Confidentiality), 17 (Statutory and Other Regulations); 18 (Export Controls and Compliance), 19 (Default, Insolvency and Cancellation), 20 (Miscellaneous)

Seller Firmato digitalmente da: MOZZATO STEFANO
Data: 02/12/2021 17:11:44

Buyer
