



## GENERAL TERMS AND CONDITIONS OF PURCHASE (GTCP)

### 1. SCOPE OF APPLICATION - DEFINITIONS

1.1 These general terms and conditions of purchase (hereinafter "GTCP") of MENZOLIT S.r.l. ("Menzolit" or "Purchaser"), even if not expressly referred to, shall be an integral part of each order, order confirmation and purchase or supply contracts between Menzolit and its suppliers ("Suppliers") and shall apply in any case to all agreements, purchases and supplies relating to Goods or Services (as defined below) intended for Menzolit. The GTCP do not cover business transactions between Menzolit and "consumers" (as defined by Article 3, paragraph 1, letter a) of Italian Legislative Decree No. 206/2005), which are expressly excluded from the scope of application of the GTCP. The GTCP repeal and replace, and prevail over, any other general or special terms and conditions of the Supplier, including those contained in offers, order confirmations, price lists or any other document of the Supplier. Any exceptions or amendments to the GTCP contained in Supply Contracts (as defined below) shall be valid and effective only if approved in writing by the Purchaser. The GTCP do not entail any commitment or obligation to purchase, or any commitment or obligation of exclusivity on the part of the Purchaser. Menzolit may amend or supplement the GTCP at any time, informing the Suppliers of said amendments or supplements. The GTCP shall apply in their version in force at the time of purchase by, or supply to, Menzolit.

1.2 Any purchase or supply contracts for specific Goods or Services between Menzolit and the Supplier shall be valid and effective only if (i) entered into in writing and signed by Menzolit, or (ii) entered into on the basis of, and in full compliance with, the Purchase Orders of Menzolit (as defined below), pursuant to Article 2.1 below, or (iii) in the event of any deviations, even partial, from the Purchase Orders, if confirmed in writing or signed by Menzolit ("Supply Contracts"). All purchases of Goods or Services (as defined below) by Menzolit shall be subject to these GTCP. In the event of deviation from these GTCP, the Supply Contracts shall prevail. It is understood that any Supply Contracts shall be valid and effective only if signed or confirmed in writing by Menzolit.

1.3 In addition to any other definition contained in the GTCP, the terms set out below shall have the following meaning:

**Authorisations:** all authorisations, registrations, licences, permits, subjective requirements, being on lists or registers, communications, notifications, safety requirements, suitability for use, certifications and markings (including, for example, CE certifications and markings), manuals, designs, plans, documents, licences (including software licences) necessary pursuant to the Applicable Law (as defined below) or in any case for the suitability for use and/or for the legitimate use of the Goods or Services;

**Goods:** any good, material, raw material, machine, facility, device, program (including software programs, applications, control systems), whether tangible or intangible, commodities, energies, utilities, spare parts and any other good, material (including any goods, materials, components or machines installed in execution of Services) or utility requested by Menzolit and specified in a Purchase Order sent by Menzolit to the Supplier and/or in a Supply Contract;

**Change of control:** this shall take place in the event of change of ownership of more than 50% of the voting share capital of the Supplier, or of the Supplier's controlling company, or change of management power or the power to determine the directions and management policies of the Supplier;

**Intellectual property rights:** any intellectual or industrial property right, including patents, rights on inventions, utility models, copyright and related rights, trademarks, domain names, rights on software programs, on designs or plans, databases, know-how, trade secrets, rights arising from acts of unfair competition, and any other intellectual or industrial property right, whether registered or not registered, including applications for registration, renewal or extension of said rights;

**Supplier:** the party from which Menzolit orders Goods or Services or with which it enters into Supply Contracts;

**Force Majeure:** any event not reasonably foreseeable and beyond the reasonable control of the party invoking Force Majeure, including earthquakes, calamities, floods, tornadoes, natural disasters, fires, explosions, collapse of buildings or factories, epidemics, pandemics, wars, insurrections, civil wars, terrorist activities, nuclear accidents, embargoes, orders prohibitions or restrictions by governmental or supranational authorities and any other competent authority, which prevent either party from performing its obligations, in whole or in part, notwithstanding the adoption of all reasonable and lawful measures and precautions (including programs of provision or storage of raw materials, goods, materials and anything else necessary to ensure supply capacity or appropriate organizational measures to prevent such effects. Strikes, lockouts, disputes with employees do not constitute Force Majeure;

**Incoterms:** reference is made to the Incoterms 2020 of the International Chamber of Commerce (ICC);

**Applicable Law:** all laws, regulations, rules, even if supervening, applicable to the contracts, purchases and supplies referred to above and/or to the Goods or Services and/or in any case to the Products of Menzolit, and this in Italy and in all countries in which the Menzolit Products will be sold and/or used and/or where the goods or products made through the use (even partial) of the Products of Menzolit are located or will be used, as well as in the places of production of the Goods or performance of the Services, with all relevant amendments and supplements, if any, and with all rules, orders, prescriptions, measures adopted on the basis of them;

**Best Industry Practices:** all the skills, performances, precautions, measures and level of (professional) diligence that are required from the Supplier and that can be legitimately expected from an operator with adequate skills, experience and competence operating in the same sector in which the Supplier operates;

**Purchase Order (or simply "Order"):** any order or request in writing for the supply of Goods or Services sent by Menzolit to a Supplier;

**Products:** shall mean the Products of Menzolit;

**Services:** the services and activities requested by Menzolit (with the exclusion, however, of employment relationships and temporary agency work contracts). Services also include contracts for the supply and installation or laying of goods or materials.

Terms in the singular shall have the same meaning in the plural; terms referring to one gender shall have the same meaning when referring to the other gender, unless otherwise indicated.

1.4 All communications, declarations, notifications by the Supplier to Menzolit shall be in writing, under penalty of nullity, and shall be effective only if duly received by the Purchaser. The burden of proof of regular receipt by Menzolit will be on the Supplier.

1.5 Unless otherwise specified pursuant to these GtCP, communications by e-mail or by certified e-mail shall be deemed to be in writing. The provisions of article 1.4 above regarding proof of receipt by Menzolit remain unaffected.

1.6 In the event of discrepancies between these GTCP and Purchase Orders and/or related attachments, documents, drawings, specifications sent by Menzolit, the latter shall prevail over the GTCP.

## 2. CONCLUSION OF THE CONTRACT

2.1 Menzolit's Purchase Orders shall be valid and effective only if they are transmitted in writing by the Purchaser. The provisions of Article 1.5 above shall apply for the purposes of the written form requirements therein. Menzolit's Purchase Orders shall be binding from the moment they are issued by Menzolit in writing, and shall be considered definitively accepted by the Supplier, to all effects and purposes, if they are not rejected by the latter in writing within five business days of the date of the Purchase Order. Purchase Orders shall also be deemed accepted by direct execution of the Purchase Order pursuant to art. 1327 of the Italian Civil Code (to that effect, execution of the Purchase Order shall mean the shipment of the ordered Goods under the terms and conditions indicated in the Purchase Order). Menzolit may cancel or modify Purchase Orders up to the business day before the scheduled date of shipment of the Goods. The Supplier may not modify in any way what is indicated in the Purchase Order and shall comply with what is indicated therein, unless otherwise agreed in writing with the Purchaser, also with regard, in particular, to the quantities and delivery terms indicated therein, which are to be considered binding, the Goods ordered, the packaging, the delivery terms and any other condition provided for in the Purchase Orders.

2.2 Without prejudice to the provisions of art. 2.1 above, in the event that the Supplier sends an order confirmation that contains any type of discrepancy with the Purchase Order sent by Menzolit, the discrepant order confirmation shall be understood to be of no effect, unless accepted in writing by Menzolit, where the case.

## 3. DELIVERY AND DELIVERY TERMS

3.1 The delivery terms ("Delivery Terms") and the quantities of the Goods ("Quantities") indicated in Menzolit's Purchase Orders (i.e. in the Supply Contract entered into by Menzolit with the Supplier) are strict and binding. The Supplier accepts and acknowledges that the Terms of Delivery and the Quantities indicated are essential and undertakes to comply with them punctually and in a strict and binding manner, aware that any failure to comply would be such as to cause Menzolit serious damages for which the Supplier shall be fully liable, in addition to holding Menzolit harmless from any consequence, damage, claims of third parties (including Menzolit's customers, their customers, and any other third party), including for compensation or penalties, or for any other reason. In the event that the Purchase Order and/or the Supply Contract does not indicate the Delivery Term, delivery shall take place within five business days of the Purchase Order sent by Menzolit, unless otherwise indicated in the Order, or unless otherwise agreed in writing between the Purchaser and the Supplier. The Supplier shall immediately

inform Menzolit of any circumstance that may prevent or make its ability to comply with the Terms of Delivery uncertain, explaining the reasons, without prejudice, in any case, to the provisions of article 3.2 below. Unless otherwise agreed in writing with the Purchaser, deliveries in advance or in instalments, or in any case for quantities other than the Quantities, are not permitted. The Supplier warrants that deliveries shall be in strict compliance with any regulations and procedures adopted by Menzolit in this regard.

3.1.1 The Goods shall be delivered, by and under the responsibility of the Supplier, with all the prescribed Authorisations and with the relevant markings and certifications, drawings, documents, labelling, notices, warnings, data sheets for the Goods (including safety data sheets), manuals and instructions for use and maintenance and any other necessary documents, in accordance with Applicable Law.

3.1.2 If the Supply concerns software programs or applications, a valid licence (or sub-licence) or other suitable title shall be granted to Menzolit in order to give Menzolit the right, without time or territory limits, to use the software for the purposes for which it is intended in accordance with Menzolit's requirements (including subsequent developments and implementations), and the related documentation giving evidence of the existence of such rights also towards any third party, and in order for the source code to be handed over to Menzolit (unless otherwise provided for in the Supply Contract) and in order to provide the Purchaser with all the documents on the use, technical characteristics and methods of use of the software

3.2 In the event of late delivery (or delivery of smaller quantities of Goods than the Quantities to be delivered) Menzolit shall be entitled to receive payment of a penalty equal to 1% (one per cent) of the Price (as defined in art. 7 below) of the Goods not delivered within the Delivery Term, for each commenced business day of delay, but in any case up to a maximum amount equal to 20% (twenty per cent) of the Price of the Goods not delivered within the Delivery Term, without prejudice to compensation for greater damages (in addition to the reimbursement, upon simple request, of all costs incurred by Menzolit due to the delay, including any costs incurred by the Purchaser to procure elsewhere the goods not delivered by the Supplier within the Delivery Period. Without prejudice to the foregoing, if the delay exceeds 10 (ten) days, Menzolit may terminate the Supply Contract, pursuant to art. 1456 of the Italian Civil Code, or cancel and terminate all or part of the Purchase Orders sent to the Supplier (even if accepted) and even if different from those regarding the Goods not delivered within the Delivery Term, without prejudice, in any case, to the application of the penalties and indemnity and hold harmless obligations provided for above. Notwithstanding the cancellation or termination provided for above, Menzolit may in any case refuse, in whole or in part, the delivery of the Goods beyond the Delivery Term, regardless of the duration of the delay (and, therefore, even in the event of a delay of less than 10 days), or the delivery of quantities smaller than the Quantities. Even in the event of acceptance by Menzolit of late deliveries of Goods (beyond the Delivery Term), or delivery of quantities smaller than the Quantities, the penalties set out above shall still be due to Menzolit. The foregoing shall apply in addition to any other right or remedy that the Purchaser has under the Contract or under the Applicable Law.

3.3 Unless otherwise provided for in the Purchase Order (or, in the Supply Contract), delivery of the Goods shall take place in accordance with the condition DAP - Delivered At Place - Menzolit Turate (CO) plant or other destination indicated by Menzolit ("Place of Destination") - Incoterms © 2020 (without prejudice to Menzolit's right to request the application of a different Incoterm 2020 before the commencement of transportation: e.g. FCA - Supplier's plant or other place indicated by Menzolit).

3.4 The Supplier assures the Purchaser that it has the necessary production capacity and organisation of goods and personnel and undertakes, in any event, to take all necessary and appropriate

measures and actions (including procurement plans for raw materials and materials, organisation of production, etc.) to ensure the timely delivery of all Goods to Menzolit within the Delivery Terms.

3.5 If this provision is applicable, in relation to the nature of the Goods in question, the Supplier undertakes to ensure, also for the period following the cessation or termination of the Supply Contract, the availability and supply of suitable spare parts, compatible and usable in relation to the Goods purchased by Menzolit for a minimum period of at least 15 (fifteen) years, or such other (even longer) period as may be agreed in writing between Menzolit and the Supplier, to be supplied only following a written request by Menzolit (which makes no commitment in this regard, remaining free to procure also from other vendors other than the Supplier) and according to the latter's requirements, subject to appropriate quotation, subject to written approval by Menzolit.

3.6 Under no circumstances may the Supplier suspend or delay, in whole or in part, the execution of supplies or deliveries as a condition for bringing any claims, disputes or actions against the Purchaser. Failing this, the provisions of article 3.2 above shall apply also in this case.

#### **4. TRANSPORT - PACKAGING - TRANSFER OF RISK - TRANSFER OF OWNERSHIP**

4.1 The Supplier shall be responsible for the proper loading, packaging and storage of the Goods in accordance with the Applicable Law (which includes all applicable laws throughout the entire carriage, regardless of mode, to destination) including safety (and loading security) regulations and in such a manner as to prevent any damage to or alteration of the Goods.

4.2 Unless otherwise agreed in writing with Menzolit (and subject to the specific Incoterm applicable under written agreements with the Purchaser), all risks, including risks of loss, damage, breakdown until delivery of the Goods to Menzolit (at the Place of Destination) shall be borne by the Supplier.

4.3 Transfer of ownership of the Goods to the Purchaser shall occur, at the latest, upon delivery to Menzolit.

#### **5. HAZARDOUS PRODUCTS OR SUBSTANCES**

5.1 The Supplier warrants to Menzolit full and complete compliance with, and that the Goods (and the materials that make them up or form part of them) shall comply with, the Applicable Law, including the applicable legislation on environmental protection, safety (including fire prevention) and "hazardous" products and substances (including, without limitation, Regulation (EU) no. 1907/2006 "REACH") and any other applicable rules or regulations on the subject, and this with reference to Italy, Europe and all countries where Menzolit's Products made through the use (even partial) of the Goods will be produced, sold, or used.

5.2 The Supplier undertakes to provide Menzolit, no later than the time of delivery of the Goods, with all documentation (including labels, safety data sheets, use and maintenance manuals, markings and certifications) and any other relevant document, suitable for demonstrating the Goods' compliance with the applicable legislation, as well as documentation containing the instructions necessary for proper and safe storage, preservation, keeping, use and disposal of the Goods, also with regard to work health, safety and hygiene profiles and applicable fire regulations. The Supplier shall be liable to Menzolit for any breach or violation, and shall indemnify and hold harmless the Purchaser (and the latter's customers) from all consequences, damages, costs, penalties and claims of third parties, on any ground whatsoever.

#### **6. PERSONNEL**

6.1 The Supplier undertakes to use only duly employed, paid and classified personnel, in compliance with the applicable legislation and with the applicable collective labour agreements, and to comply punctually and regularly with all obligations regarding social security and accident at work insurance, ensuring punctual and correct payment of social security contributions and insurance premiums, as well as compliance with the legislation applicable to labour relations, including the applicable legislation on safety and prevention of accidents and occupational diseases, working hours (including regulations on overtime and night work), child labour, protection of maternity and mother workers, prohibition of discrimination, and any other applicable legislation.

6.2 The Supplier, in warranting the above, undertakes in any case to indemnify and hold the Purchaser harmless from any consequences, penalties, costs, damages, claims of third parties (including the personnel employed).

#### **7. PRICES - TERMS OF PAYMENT**

7.1 The purchase price of the Goods or Services to be paid by Menzolit shall be the price set out in Menzolit's Purchase Order or the Supply Contract signed by Menzolit, or confirmed in writing by the Purchaser ("Price"). Unless otherwise agreed in writing with Menzolit, the above Price is fixed and invariable. Unless expressly stated otherwise, the Prices are inclusive of VAT or other tax or charge (where applicable).

7.2 The Price is all-inclusive and covers all services and activities, also preparatory or ancillary (including any assembly and installation) as well as all other inherent costs (e.g. packaging, transport, insurance, shipping), customs charges and expenses, and any other cost or charge, unless otherwise agreed in writing with Menzolit.

7.3 Unless otherwise agreed in writing (or otherwise specified in the Purchase Order), the payment term for the Price shall be 90 (ninety) days of the end of month in which the invoice is issued. In the event of advance payment within 30 (thirty) days of the end of the month in which the invoice is issued, Menzolit shall be entitled to a discount of 3% (three per cent). Payments shall be made by bank credit transfer. The invoice shall not be issued on a date prior to the delivery of the Goods or the performance of the Services requested by Menzolit to which the invoice refers, unless otherwise agreed in writing between the parties. The Supplier shall invoice each Purchase Order or Supply Contract separately and every invoice shall contain a precise indication of the Purchase Order or Supply Contract to which it refers. Unless otherwise specified by Menzolit, payment maturities falling between the 24th and 30th of December and between the 15th and 30th of August shall be automatically postponed to the 10th of the following month. Invoices that contain prices or conditions that differ from those indicated above or in any case conditions that differ from those agreed shall not be paid and shall be rejected, and the Supplier shall cancel them and issue a credit note.

7.4 In the event of unjustified delay in payment by the Purchaser, 10 (ten) days after receipt of written request of payment sent by the Supplier, default interest shall start to accrue and shall be due at the rate provided for by Italian Legislative Decree No. 231/2002.

7.5 In the event of default by the Supplier, the Purchaser may suspend any payment to the Supplier (even if it relates to Goods or Services other than those for which the default occurred) until the Supplier has fulfilled its obligations in full.

7.6 Menzolit may set off any amount owed to the Supplier against any amount owed by the latter to the Purchaser, without the need for prior notice or any formality whatsoever, subject only to notification to the Supplier of the set-off effected.

7.7 Should the Supplier apply more favourable prices or conditions (discounts, levels of technology or quality, delivery terms, payment terms or other more favourable conditions) to competitors of the Purchaser, for similar or comparable Goods or Services, the Supplier shall be required to apply to Menzolit the same more favourable conditions applied to the competitor, from the moment that they were applied to the Purchaser's competitor.

## 8. SUPPLIER'S WARRANTIES

8.1 The Supplier warrants to Menzolit that the Goods and Services will be free from defects and faults, and will conform to Menzolit's Purchase Orders and/or Supply Contracts, as well as to any specifications sent by Menzolit, and to the Industry Best Practices, and will be fit for the use for which they are intended by Menzolit in accordance with the Applicable Law, and will not infringe third party rights (including Intellectual Property Rights). In addition, the Supplier warrants that it is rightfully entitled to dispose of the Goods. Unless otherwise agreed in writing, the Supplier's warranties for the Goods shall be valid and enforceable for a period of 5 (five) years from the date of delivery to Menzolit, subject to any longer term provided by Applicable Law, which shall apply in lieu of the term provided for above. With reference to the Services, the terms of validity of the warranties provided for in article 1667 et seq. of the Italian Civil Code shall apply. The Supplier's performance warranty, pursuant to Article 1512 of the Italian Civil Code, shall be in force for a period of 2 (two) years from the installation and commissioning of the Goods. In the event of repair or replacement, the warranty term of validity shall run from the time of repair or replacement.

8.2 The Supplier further warrants that the Services shall be performed by personnel employed in accordance with the Applicable Law, and in accordance with Article 6 above, and that said personnel shall be appropriately skilled, experienced and trained.

8.3 Any defects or faults in the Goods or Services shall be notified by Menzolit in writing to the Supplier within 60 (sixty) days of their discovery. Menzolit shall have the right to obtain, at its own choice: a) the replacement of the defective Goods by, and at the expense of, the Supplier, within 5 (five) business days of the above notification; b) that the Supplier remedy the defects and faults, within 5 (five) business days of the above notification, except in cases of urgency (e.g. defects or faults that result in limitations or production stoppages), in which the replacement or response necessary to remedy the defect or fault shall take place within 24 hours, unless otherwise agreed between the parties; c) to directly remedy the defects and faults by charging the Supplier the relevant costs (with the obligation for the Supplier to pay said costs immediately upon receipt of the related invoice); d) to purchase goods from third parties to replace the defective Goods, charging the relevant costs to the Supplier with the obligation for the Supplier to pay said costs immediately upon receipt of the related invoice; e) to have the defects and faults remedied by third parties with the costs borne by the Supplier (with payment on Menzolit demand). The above shall apply in addition to any other rights and remedies that Menzolit may have, in accordance with the law and the contract. In any case, Menzolit's right to compensation for all damages shall remain firm and unprejudiced.

8.4 The Supplier shall, in any case, indemnify and hold Menzolit harmless from any and all consequences, penalties, damages, costs, claims of third parties (including compensation for damages, direct and indirect, including downtime, loss of profit, recalls and recall campaigns, costs, expenses, also legal and any other expenses).

## 9. COMPLIANCE WITH THE APPLICABLE LEGISLATION

9.1 The Supplier undertakes to operate in strict compliance with the Applicable Law and warrants to Menzolit that all Goods and Services will comply (and be produced, manufactured, performed, and transported in full compliance with) the Applicable Law, including all applicable legislation on

environmental protection, health, safety, accident prevention and occupational hygiene, transport, energy efficiency and any other applicable rules and regulations.

9.2 In the case of Services to be performed at Menzolit's premises and local units, the Supplier shall specifically warrant and ensure, under its own responsibility, full compliance with the applicable legislation on procurement contracts and occupational health and safety (also pursuant to Italian Legislative Decree no. 81/2008), safety in general (including fire prevention) as well as all regulations and protocols of Menzolit.

9.3 The Goods and Services shall be manufactured and supplied to Menzolit in accordance with the state of the art and the Industry Best Practices, as well as in compliance with the Applicable Law.

9.4 The machines and machinery (and related components) shall be delivered in compliance with the Applicable Law (including CE regulations), complete with all documentation, manuals, instructions, drawings, designs, certifications, declarations of conformity and legal markings (in addition to any other requirements provided for in the Purchase Order and/or the Supply Contract).

9.5 In addition to the provisions laid down in Article 5, the Supplier represents and warrants that the Goods shall also comply, where applicable, with the Dodd-Frank Act and the RoHS Directive 2011/65 as amended and supplemented.

9.6 The Supplier undertakes to respect, and to comply with, the senata Group Supplier Code of Conduct available at [www.menzolit.com](http://www.menzolit.com).

## 10. SUPPLIER'S LIABILITY

10.1 Without prejudice to the provisions of Articles 8 and 9 above, the Supplier shall be liable for all damages howsoever arising out of the Goods and Services or in any event out of any breach or non-compliance with the Applicable Law by the Supplier (or by its contractors, subcontractors or sub-suppliers, if any) and shall fully compensate all damages, direct and indirect. The Supplier shall, in any case, hold the Purchaser harmless and indemnified against any consequences, penalties, costs, damages, claims of third parties (including, by way of example, and without limitation, for loss of profit, loss of revenue, downtime, production stoppages, recalls, costs, expenses, and any other damages). In such cases, the Supplier's liability shall also include costs for lawyers, experts and consultants, which are in any case a consequence of the above).

## 11. INTELLECTUAL PROPERTY RIGHTS

11.1 Menzolit is, and shall remain, the sole and exclusive owner of all Intellectual Property Rights. In particular, Menzolit is, and shall remain, the sole and exclusive owner of all rights, including Intellectual Property Rights on documents, materials, drawings, specifications, samples, models, moulds, data, information (including confidential information, trade secrets, its own know-how) that may be supplied or communicated to the Supplier and the Supplier undertakes to keep them secret, to store them using reasonable and appropriate security measures, suitable to prevent access to them by any unauthorized person, and to use them solely for the purposes envisaged above (purchase and supply of Goods and Services, pursuant to these GTCP).

11.2 Without prejudice to the foregoing, the Supplier warrants that the Purchaser shall have all rights, free from third party rights, to use the Goods and Services, without limitation of time or territory, and without costs or charges to Menzolit for such

rights (which must be considered included in the Prices, pursuant to article 5 above).

11.3 The Supplier warrants that there shall be no third party rights, including any Intellectual Property Rights in any way inherent in or related to the Goods and Services and that through the purchase, supply, ownership, use, of the Goods and Services (and any other matter pertaining thereto) there shall be no infringement of any third party rights, including Intellectual Property Rights, and in any case the Supplier undertakes to indemnify and hold Menzolit (and Menzolit's customers) harmless from any consequence, penalty, cost, damage, claim of third parties, on any ground whatsoever, including compensation, as well as from any consequent cost or expense. The above, at the simple request of Menzolit, and even in the event that the latter decides to reach a settlement or in any case a resolution of the dispute.

11.4 Should it be necessary for the legitimate use of the Goods or Services, the Supplier undertakes to procure for Menzolit a valid licence (or, as the case may be, sub-licence, or other suitable contractual title enforceable also against third parties), without time or territory limitations, which assigns to Menzolit every right to use the Goods and Services, without charge or cost for the latter (the aforesaid licence, sub-licence or suitable title being deemed to be included in the Price, as indicated in article 7 above).

## 12. CONFIDENTIALITY

12.1 All information, documents, data, drawings, models, samples and any other data or information belonging to Menzolit or in any case regarding it, or to its products or customers (even if not expressly designated as "confidential" or "reserved"), and all related copies or reproductions, on any support or format, whether tangible or intangible, written or oral, even if in electronic format, made accessible or delivered to the Supplier or in any case in its possession or knowledge, must be considered confidential and reserved ("Confidential Information"). The Supplier undertakes: not to disclose any Confidential Information, or any part of it, to any third party; to use it only and exclusively for the specific purposes envisaged above (and to the strictly necessary extent); to adopt all reasonable security measures to prevent access to the Confidential Information by unauthorized parties. The Supplier may communicate Confidential Information only to its own personnel, partners, and directors of the Supplier, when this is necessary for the performance of the supply of Goods and/or Services to Menzolit (and to the extent strictly necessary for that purpose), it being understood that the Supplier warrants that the same obligations of secrecy, confidentiality and protection of Confidential Information assumed herein by the Supplier shall be complied with also by the aforementioned parties.

12.2 Only the following shall not be considered "Confidential Information": a) information that has become public knowledge without any breach of confidentiality obligations; b) information that was already known, and legitimately acquired by the Supplier, without any breach of confidentiality obligations, before receiving it from Menzolit; c) information that was independently developed by the Supplier (or on behalf of the Supplier) before having access to the Confidential Information, and independently of it.

12.3 The foregoing confidentiality obligations shall remain in force even after the cessation or termination of the GTCP, for the maximum period permitted by the applicable mandatory legislation, and in any event for a period of no less than five years after such cessation or termination.

## 13. PROHIBITION OF ASSIGNMENT AND SUBCONTRACTING

13.1 The Supplier may not, in whole or even in part, assign any Purchase Order or Supply Contract, or the rights (including receivables) and obligations deriving therefrom to third parties, and the Supplier may not subcontract or assign to sub-suppliers, even in part, the execution or supply of the Goods or Services, without Menzolit's prior written authorisation.

13.2 Even in the event of Menzolit's authorisation, the Supplier shall in any case remain the sole party responsible and liable for the doings of any assignees, or subcontractors or sub-suppliers, including with regard to compliance with these GTCP, Purchase Orders and Supply Contracts, as well as with the Applicable Law, and to all other effects. The Supplier shall be directly liable for any non-performance, breach or damage in any way attributable to its assignees, subcontractors, sub-suppliers, as if it were a non-performance or breach committed by it, or damage directly caused by it, and shall be fully accountable and liable for any cost or expense or consequence in any way resulting from or connected with the assignees, subcontractors, sub-suppliers (or the relevant personnel employed by them) and activities carried out by them, in any case indemnifying and holding Menzolit harmless from any consequence, penalty, damage, claim of third parties (including the assignees, subcontractors, sub-suppliers and their personnel), on any ground whatsoever, as well as from any consequent cost or expense.

## 14. FORCE MAJEURE

14.1 Neither party shall be held liable for non-performance or delay in performing its obligations if the non-performance or delay was caused by Force Majeure (within the meaning of Article 1.3).

14.2 If the Force Majeure preventing the party affected from performance should last for more than 60 (sixty) continuous days, each party may withdraw from the Supply Contract(s) and/or Purchase Order limited to the part not performed, without the other party being entitled to make any claim in relation to the withdrawal exercised pursuant to this article 14.2, without prejudice only to the payment of the agreed Price for the Goods or Services regularly delivered or performed in favour of Menzolit.

## 15. INSURANCE

15.1 The Supplier undertakes to activate and maintain adequate insurance coverage with a leading insurance company of all risks associated with the supply relationship with Menzolit, towards the Purchaser and third parties, including third-party liability insurance (also covering death and personal injury), product liability insurance, and insurance for any recalls and recall campaigns, with adequate limits of liability, at the expense of the Supplier. The above insurance policies shall rule out any right of subrogation or recourse against Menzolit. At the Purchaser's simple request, the Supplier shall provide Menzolit with copies of the above insurance policies and certification from the insurance company(ies) confirming the existence and effectiveness of the above insurance coverage and the regular payment of premiums by the Supplier.

15.2 In no event shall the existence of the insurance policies and the related limits of liability be deemed to reduce the Supplier's liability or the compensation consequences thereof.

## 16. TERMINATION CLAUSE

16.1 In addition to the other cases provided for, Menzolit may terminate any Supply Contract and/or cancel and terminate any Purchase Order with immediate effect if any of the following circumstances occur:

a) in the event of breach of even only one of the following obligations: 3. (Delivery and delivery terms), when the delay in delivery (even if only for a part, regardless of the relevant quantities) is of more than 10 (ten) days vs. the delivery term; 5. (Hazardous products or substances); 6. (Personnel); 8. (Supplier's warranties); 9. (Compliance with the applicable legislation); 11. (Intellectual Property Rights); 12. (Confidentiality); 13. (Prohibition of assignment and subcontracting); 15. (Insurance);

b) bankruptcy or judicial liquidation of the Supplier or subjecting the same to an arrangement with creditors or other insolvency or crisis resolution procedure;

c) the Supplier goes into liquidation (including voluntary liquidation);

d) in the event of a Change of control (as defined in Article 1.3 above) concerning the Supplier.

16.2 In the cases provided for above, termination shall lawfully occur if Menzolit informs the Purchaser in writing that it intends to avail itself of this article 16. This is without prejudice to the Purchaser's right to compensation for damages, in addition to any other right and remedy it may have under the law or the contract.

#### **17. TOLERANCE**

In no event shall any failure or delay by the Purchaser to exercise any right or remedy result in any waiver or limitation of the future exercise by the Purchaser of such right or remedy.

#### **18. APPLICABLE LAW - EXCLUSIVE JURISDICTION**

18.1 These GTCP and each Purchase Order, Supply Contract and relationship between the Purchaser and the Supplier shall be governed by the Italian law, as the only applicable law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly ruled out in all cases.

18.2 For any dispute arising out of or in connection with these GTCP, the Purchase Orders and/or the Supply Contracts, or in any case the Goods or Services, the Court of Milan (Italy) shall have exclusive jurisdiction.

#### **19. DATA PROTECTION**

19.1 Any processing of personal data shall be in full compliance with Regulation (EU) No. 679/2016 ("GDPR") and with Italian Legislative Decree No. 196/2003 as amended and supplemented.

19.2 In the event that a party has to process personal data on behalf of the other party as a Data Processor, a specific written assignment granted by the Data Controller pursuant to Article 28 of the GDPR shall be necessary for this purpose.

#### **20. GENERAL PROVISIONS**

20.1 Any possible waiver and/or amendment and/or integration to these GTCP must result from a written deed signed by the Purchaser, under penalty of being null and void.

20.2 Should one or more of the provisions of these GTCP be held as invalid or ineffective by a court having jurisdiction, the validity and effectiveness of the other provisions of the GTCP shall nevertheless remain unaffected.