



# MARPOSS

## **GENERAL CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES**

### **1. SCOPE OF APPLICATION**

- 1.1. These general terms and conditions of supply ("General Conditions") are an integral part of the supply order issued by MARPOSS S.p.A. ("MARPOSS" or also just "Purchaser") and apply to any order ("Order") for the supply of goods and/or services ("Products")<sup>1</sup> supplied by the supplier ("Supplier"), as identified in the Order. On the date on which the Order is deemed to be accepted, in the manner set out below, the contract is concluded (hereinafter also referred to as the "Contract"). The terms "Order" and "Contract" are deemed herein to be synonymous and will therefore refer to one or the other indifferently.
- 1.2. Any and/or further exceptions, amendments, terms or conditions, including any general conditions of the Supplier, shall not apply, and shall not under any circumstances be considered an integral part of any Contract concluded between the Purchaser and the Supplier or of an Order issued by MARPOSS for the supply of a Product, contained in any document transmitted by the Supplier to the Purchaser (such as, for example, letters, offers, bills, order confirmations, also as parts of communication of any proposal, estimate, invoice or delivery note), unless expressly approved in writing by authorised personnel of the Purchaser.
- 1.3. The General Conditions apply to all relations between the Purchaser and the Supplier, including those established by telematic or computerised means. In the event of any conflict or inconsistency between these General Conditions and the particular provisions contained in specific Contracts or an Order, the particular provisions of the specific Contracts or Orders shall prevail over the General Conditions with respect to the subject matter of that individual Contract or Order, only and only if such particular provisions have been expressly approved in writing by authorised personnel of the Purchaser.
- 1.4. The Purchaser and the Supplier are referred to individually as the "Party" and jointly as the "Parties", the defined terms being understood to refer to both the singular and the plural.

### **2. PRINCIPLES FOR THE EXECUTION OF THE SUPPLY OF PRODUCTS**

- 2.1. The Supplier undertakes to supply the Products with professional skill and diligence in order to meet the Purchaser's needs and requirements as defined in these General Conditions and in the individual Order.
- 2.2. The Supplier undertakes to perform services not provided for in these General Terms and Conditions and in the Order without any charge to the Purchaser if the same are due to events attributable to the Supplier himself and/or if failure to perform the aforesaid services prevents the supply of the Products in whole or in part.
- 2.3. The Supplier shall operate so as to supply Products that meet the Purchaser's requirements. The Supplier undertakes and undertakes to allow and facilitate the exercise by the Purchaser of controls on the progress of the supply of the Products and on the observance of the obligations assumed and set out in these General Conditions and in the Order, providing all the information requested and arranging for appropriate action to be taken for this purpose.
- 2.4. For no reason, not even in the event of a dispute, may the Supplier suspend or reduce the supply of Products on its own initiative, except in cases of proven force majeure.
- 2.5. The Supplier hereby expressly waives any and all claims or demands for compensation in the event that the performance of contractual services should be hindered or rendered more onerous due to activities performed by the Purchaser and/or contingent situations arising in connection with the supply of the Products or due to causes not attributable to the Purchaser.

<sup>1</sup> In these General Terms and Conditions: a) "Product" refers, as the case may be, to the good supplied or the service to be provided by the Supplier. Goods' includes both tangible and intangible goods (e.g. technology and software). "Product" also refers to any components, whether tangible or intangible, raw materials, ingredients, substances etc. of which the Products are made up or composed.

- 2.6. The Supplier declares that it is fully aware of the nature and technical, technological and functional characteristics of the Products and that it has duly taken into account all the factors, circumstances and also related to the execution of the same and the operating methods that may affect the performance of the activities and the determination of the consideration. Increases in costs or changes to delivery times due to circumstances not foreseen at the time of acceptance of the General Conditions and the Order may not therefore be requested.
- 2.7. The Supplier warrants that it has the means and resources to ensure the best available quality of the Product covered by the Order, as well as the financial capacity and human resources to execute the Order without risk of interruption or delay.

### **3. ISSUING THE ORDER AND FINALISING THE SUPPLY CONTRACT**

- 3.1. The Order, whereby the Purchaser instructs the Supplier to carry out the activities thereunder, is issued under these General Terms and Conditions.
- 3.2. An Order issued by the Purchaser and sent to the Supplier shall be deemed accepted by the Supplier after the Purchaser has received an express acceptance from the Supplier (e.g. sent by electronic communication or acceptance by acknowledgement of the Order by the Supplier) or, alternatively, if the Supplier has not sent, within 10 (ten) working days from the date on which the Supplier received said Order, a written communication stating that it does not accept said Order. In any case, with the start of the execution of the Order by the Supplier, the Order shall be deemed accepted under the terms and conditions set forth in these General Conditions and/or any further terms and conditions set forth in the Order.

### **4. TERMS AND CONDITIONS OF DELIVERY AND TRANSFER OF RISK**

- 4.1. The Purchaser reserves the right to postpone the delivery terms of the Products indicated in the Order, without charge of any nature or kind on the part of the Supplier, unless otherwise agreed.
- 4.2. Insofar as applicable, shipments must be accompanied by the transport document (DDT) indicating: name of the Supplier, date of shipment, Order number, quantity per package and precise description of the material delivered. The TD must be placed on the outside of the package. Deliveries that do not comply with the above rules may be refused by the Purchaser's warehouse. We shall not be liable for materials supplied in excess of the quantities ordered, even if such materials have been provisionally accepted by us; this excess may be rejected at any time, and any costs incurred by us shall be charged to the Supplier. Deliveries of documentation (in hard copy or electronic format) for studies and translations must also be accompanied by a delivery note. Delivery of the Products shall be evidenced by the date of receipt affixed to the transport document and, if requested by the Purchaser, by a certificate stating that they conform to the Order. Failure to comply may result in the Purchaser's refusal to accept delivery of the Products, without prejudice to the right to compensation for damages.
- 4.3. The Goods shall be delivered by the Supplier at the address indicated by the Purchaser within the delivery terms, with the technical specifications, quality requirements and conditions specifically set forth in the Order or in the different terms agreed upon by the Purchaser and the Supplier in writing. The terms relating to the delivery, technical specifications, quality and quantity requirements of the Goods under the Order are to be considered essential in any case and with respect to any delivery schedule agreed in connection with an Order or Contract. Any expenses or costs necessary to meet the deadlines indicated in the delivery schedules shall be borne exclusively by the Supplier.
- 4.4. It is understood between the Parties that early delivery of the Products, as well as partial deliveries and services where not agreed in advance between the Parties, is expressly forbidden, even if the service is divisible. The Purchaser is authorised to return the Products received prior to the deadline agreed in the Order, at the Supplier's expense and risk, or to retain them by charging the latter for storage costs and all further economic charges deriving from early delivery, up to the agreed delivery date. The Purchaser also reserves the right to reject the quantity of Products supplied in excess of the quantity stipulated in the Order. In this case, the return of the Products and related charges shall be the sole responsibility of the Supplier, which shall also assume responsibility and risk for the period during which the goods remain in the warehouse.

4.5. Delivery of the Products shall be made in accordance with the terms (e.g. Incoterms) set out in the Order. In any case, the risk shall be transferred to the Buyer when the delivery of the Products arrives at the Buyer's premises.

4.6. In the event that, during the period of validity of the Order, the Products offered and/or purchased become obsolete, at the Purchaser's request, the Supplier shall offer and supply the Purchaser with the equivalent updated Products under the same economic conditions as those envisaged in the Order. The Purchaser reserves the right to carry out a quality check on the new Product in order to verify that the Product corresponds to what was requested.

## **5. PRODUCT CONFORMITY**

5.1. Acceptance of the Products is subject to ascertainment by the Buyer that the Products comply with the terms and conditions set forth in these General Conditions and the Order. Such ascertainment may take place, as the case may be, either by cross-examination in the presence of representatives of the Parties or by submission of a form by the Buyer. If provided for in the Order, at the Purchaser's discretion, the Purchaser's acceptance of the Products shall be communicated in writing to the Supplier upon the positive outcome of the aforesaid ascertainment.

## **6. PRODUCT INSTALLATION**

6.1. If the Order expressly requires the Supplier to install the goods or provide the service at the plant of destination, the Supplier, in agreement with the Purchaser, will make a preventive inspection of the said plant in order to jointly assess all that is necessary for the aforesaid installation, provided that the same shall take place (i) in conditions of absolute safety, (ii) in compliance with all applicable legal provisions on the subject, expressly including, but not limited to, those on safety and accident prevention, (iii) without causing any hindrance to the normal production activities carried out in the plant.

6.2. During the installation of the Product at the Purchaser's premises for which it is intended, the Supplier shall (i) adopt and shall cause all its employees and servants and any Authorised Subcontractors involved in the installation to adopt all safety procedures and measures required by the relevant legislation in force, designed to ensure that everything is carried out in conditions of absolute safety, and (ii) comply with, and shall cause its employees and servants and any Authorised Subcontractors to comply with, all procedures in force in the Purchaser's premises.

## **7. ORDER CHANGES**

7.1. During the course of the supply of the Product, the Buyer shall have the right to request changes to the Order by written notice. Terms and conditions relating to changes to the Order, including but not limited to those relating to consideration, terms and methods of delivery shall be agreed upon in advance between the Parties. The Supplier shall introduce such changes and variants only after having received written confirmation from the Purchaser of such changes ("Order Variant"). Modifications and variants introduced by an Order Variant shall not determine any change to the price of the supply, unless the additional cost for introducing such modifications and variants has been confirmed in writing in the specific Order Variant by an authorised person of the Purchaser.

7.2. Under no circumstances shall changes or variations that are necessary to comply with a legal requirement, or changes or variations resulting from increases in the costs of raw materials, goods, currency exchange, transport, labour, taxes, duties and any other variations entitle the Supplier to claim an increase in the consideration provided for in the Order, unless otherwise agreed upon in writing with the Purchaser.

## **8. ORDER CONSIDERATION AND PAYMENT TERMS**

- 8.1. The Consideration, payment terms and conditions are exclusively those agreed between the Parties and indicated in the Order.
- 8.2. The Consideration for the Product is that indicated in the Order, includes all costs and expenses detailed in the Order and/or in any case connected with the supply and delivery of the Product ordered and is understood to be fixed and invariable, with the sole exception of price increases specified in a variant of the Order issued by the Buyer pursuant to the preceding article. No extra charges of any kind will be allowed, not even packaging or transport costs, unless they have been specifically and previously accepted by the Buyer. Nor shall automatic price updates, such as, by way of example, updates to reference indices such as "ISTAT" or similar, be permitted unless specifically and previously agreed to in writing with the Purchaser.
- 8.3. The Purchaser shall pay said Consideration in accordance with the provisions of the Order, upon receipt of a regular invoice issued by the Supplier. Said invoice shall indicate, among other things, the information and references specified in the Order, as well as the description of the Product supplied and the number and date of issue of said Order and any further provisions of the Purchaser.
- 8.4. Payment of the Consideration by the Purchaser shall not constitute acceptance or acknowledgement that the Product supplied conforms to the technical specifications of the Product or is free from defects and faults of any kind.
- 8.5. The Purchaser (i) shall be entitled at any time to set off any sums due to the Supplier against sums due by the Supplier to the Purchaser for any reason whatsoever and, (ii) with respect to the specific Order, shall be entitled, in the event of the Supplier's failure to perform any of its obligations under the specific Order, to suspend payment of any part of the Product Consideration under the specific Order that has not yet been paid.
- 8.6. Unless previously authorised in writing by the Purchaser, the Supplier undertakes not to alienate, transfer or assign to third parties any claim it may have against the Purchaser in connection with and as a result of the execution of any Order for the supply of a Product.
- 8.7. The Supplier acknowledges that the Purchaser may require from the Supplier suitable guarantees from leading banks as security for any advance payments granted, as well as for the quality and functioning of the goods or the proper performance of the service.

## **9. INSURANCE**

- 9.1. Until the expiry of the warranty period, unless otherwise stipulated in the Order, the Supplier shall, at its own expense, take out insurance including product liability coverage and general liability coverage covering all costs, damages and expenses of any nature whatsoever relating to or arising from all activities to be performed under the Order. The Supplier shall provide certification from the Insurance Company attesting the validity of the coverage at the Purchaser's request.

## **10. SUPPLIER'S TECHNICAL DOCUMENTATION**

- 10.1. The Supplier shall keep all the documentation prepared for the Product and/or in any case pertaining to it that the Supplier is obliged to keep at its premises, on the basis of the applicable legal regulations, in order to prove that it has designed, developed and produced the Product in strict compliance with the legal regulations in force and applicable to the Product due to the place where it was manufactured or the place where it is to be installed and used.
- 10.2. If the Purchaser so expressly requests, the Supplier undertakes to promptly deliver to the Purchaser copies of the aforesaid documents, and to make any corrections and additions reasonably requested by the Purchaser in order to ensure that such documents comply with the requirements of the applicable law.

- 10.3. Except as otherwise provided for by applicable law, the Supplier undertakes to keep the documentation referred to in the preceding paragraphs at its premises for a period of ten (10) years. Upon delivery and/or installation of the Product, the Supplier shall also deliver to the Purchaser the relevant technical documentation, such as, but not limited to:
- for material to the Purchaser's specification, drawings of the final design of the Product and of its main components and subassemblies, together with, any relevant information, drawings, technical specifications, codes, diagrams and instructions for interfacing the Product with any other machinery already in operation in the manufacturing process of the Purchaser or of the latter's final customer.
  - technical manuals for the correct use and maintenance of the Product;
  - possible certification of components, raw materials and materials.

## **11. DELAYS, NON-CONFORMITIES AND PENALTIES**

- 11.1. The terms of delivery and/or installation of the Product (i.e. good or service), having been foreseen according to the needs of the business organisation of the Purchaser, shall be deemed essential. In the event of partial or split deliveries, the supply shall be deemed completed upon receipt of the last part or upon completion of the service. Without prejudice to any right of termination or compensation for any damages suffered, in the event of non-compliance with the delivery terms, in whole or in part, of the Product indicated in the Order, or in the event of non-conformity of the Product, the Buyer reserves the right to act in the following ways
- a) cancel the whole or part of the Order without any obligation to the Supplier and, in the event that the Supplier is not able to provide within a reasonable time with respect to the Purchaser's needs, provide directly, using its own organisation, and/or turning to third parties, for the supply of what was ordered and not delivered, with the possible charging to the Supplier of the expenses incurred and damages suffered (such as, by way of example, shipping costs, installation downtime, other types of charges from the Purchaser's end customers);
  - b) without prejudice, however, to the Buyer's right to claim compensation for greater damages suffered (such as, without limitation, costs for shipping, installation, downtime, other charges of the Buyer's end customers), apply a penalty for each day of delay as set out in the relevant Buyer's Order.
- The application of such penalties shall not release the Supplier from its obligation to take all necessary actions for the timely performance of its obligations.

## **12. ACCEPTANCE AND GUARANTEES**

- 12.1. In the event that, prior to acceptance if any, the Goods do not conform to the Order specifications or are in any way defective or non-conforming, the Purchaser may refuse to accept the Goods or may accept them subject to a reservation or reduction in price formulated by the Purchaser. If the Purchaser refuses to accept the defective or non-conforming Products, the Supplier shall, at the Purchaser's option, either re-supply, or repair or replace, within the shortest possible time, having regard to the complexity of the problem and the nature of the defect detected and the Purchaser's requirements, the Product in question at no cost to the Purchaser, reimbursing him for any expenses and costs unduly incurred, and without prejudice to any other rights of the Purchaser.
- 12.2. From the date of delivery of the Product at the Purchaser's works, or for a longer period if applicable, from the acceptance of the Product by the Purchaser, for a period of 24 (twenty-four) months, or for a longer period if applicable, the Supplier warrants the supply and all related components, accessories and spare parts to be free from defects, suitable for the purposes for which they are intended and to the agreed quality requirements, and in accordance with the best technology, safe technology and applicable laws and regulations.
- 12.3. Should the Product prove to be defective, incomplete and/or non-conforming for any reason whatsoever during the warranty period, the Purchaser shall notify the Supplier and the Supplier shall, at the Purchaser's option, either resupply, or repair or replace, within the shortest possible time period, having regard to the complexity of the problem and the nature of the defect detected and the Purchaser's requirements, the Product in question, at no cost to the Purchaser, reimbursing the latter for all expenses and costs unduly incurred (including any costs of shipping and/or installation of the replaced Product at the Purchaser's end-customer's plant, downtime costs, other charges of the Purchaser's end-customer) and without prejudice to any other rights of the Purchaser.

- 12.4. If, in the cases envisaged in the aforementioned paragraphs, the Supplier fails to comply with the essential terms set forth above, the Purchaser shall have the right to demand and obtain from the Supplier by way of penalty, a penalty in the amount set forth in the Order for each day the Product fails to function, without prejudice to any further right of the Purchaser to compensation for greater damages (e.g. costs for downtimes, other types of charges by the Purchaser's end customer).
- 12.5. If, in the cases envisaged above, the Supplier has not definitively remedied the defect, incompleteness or non-conformity of the Product, repaired or replaced the defective Product within the shortest possible time, having regard to the complexity of the problem and the nature of the defect detected and the Purchaser's requirements, the Purchaser shall have the right to terminate the relevant Contract. If the Purchaser exercises this right, the Supplier shall be obliged to: (i) collect the scrap material, if any, from the Purchaser's premises, and (ii) return to the Purchaser the consideration for the Product, plus statutory interest, calculated from the date on which the Purchaser paid such consideration to the Supplier, and (iii) reimburse the Purchaser for all direct and indirect damages suffered by the latter, including the costs relating to repairs carried out by the Purchaser's personnel or/and third parties commissioned by the Purchaser for the purpose of remedying defects not remedied.
- 12.6. The Supplier warrants that the Products supplied under the Contract, which may be defined as digital products, have been designed, developed and manufactured in accordance with the principles of cybersecurity as expressed in the European Union's Cyber Resilience Act.

### **13. SPARE PARTS**

- 13.1. In the case of the Product consisting of a supply of goods, which includes spare parts, the Supplier warrants to the Purchaser the supply of parts and components for the Product ("Spare Parts") for a period of time of not less than ten (10) years from the date of delivery, or from the date of acceptance as applicable, and undertakes to inform the Purchaser in advance of any decision to cease production of said Spare Parts.

### **14. EQUIPMENT**

- 14.1. All goods (e.g. aids, containers, special packaging, instruments, supports, equipment, moulds, materials) made available by the Purchaser or its agents to the Supplier for the execution of the Order shall be returned to the Purchaser as soon as the latter makes use of them. The Supplier may not transfer them to third parties, nor modify them, nor use them for other purposes, and shall be responsible for their safekeeping, preservation, care and good use, always adopting the utmost diligence. In the event of destruction, damage, deterioration or loss through its own fault, the Supplier shall be obliged to repair or replace the said goods at its own care and expense, or, if this is not possible, to reimburse the Purchaser for the damage suffered.
- 14.2. The Supplier hereby indemnifies the Purchaser from any liability for damage to persons and/or property that may arise from improper use of the goods placed at his disposal by the Purchaser, having in any case previously checked them and found them to be safe and suitable for their intended use. Materials and components supplied by the Buyer for their processing and/or assembly shall remain the property of the Buyer.
- 14.3. The Supplier shall execute the Order using his own tools and equipment unless otherwise agreed in the Order itself, and shall be responsible for such tools and equipment even when they are brought into the Purchaser's premises/plants. The Purchaser shall under no circumstances be held liable for any theft of or damage to the Supplier's goods and equipment brought into the premises owned or leased by the Purchaser. At the end of the supply of the Product or at the time of any termination for any reason of the Order/Contract, the Supplier shall leave the premises in an orderly state, in good condition, removing all its tools and equipment.

### **15. PROHIBITION OF ASSIGNMENT AND SUBCONTRACTING**

- 15.1. Unless previously authorised in writing by the Purchaser, the Supplier may not assign the Order, in whole or in part, or any rights and obligations arising therefrom.
- 15.2. The Supplier may only subcontract all or part of the contractual services with the prior written authorisation of the Purchaser (hereinafter also referred to as "Authorised Subcontractors"). If the Purchaser authorises

the Supplier to subcontract the partial performance of the supply of the Products to third parties, the Supplier (i) undertakes, under its own responsibility, to select the sub-contractors only after having ascertained their technical-professional suitability, financial reliability and possession of the necessary experience and technical knowledge to perform that part of the contracted activities to be subcontracted to them, and, (ii) also undertakes to have such Authorised Third Party Subcontractors sign an agreement reflecting the provisions contained in these General Conditions and in the relevant Order, also guaranteeing the right to terminate the subcontracting agreement with immediate effect.

- 15.3. In the foregoing circumstances, the Supplier shall in all cases remain liable to the Purchaser for the punctual and accurate supply of the Products, and shall hold the Purchaser harmless and indemnified in respect of any damage or expense caused to the same by the Authorised Subcontractor. Should the Authorised Subcontractor, in the sole opinion of the Purchaser, during the execution of the aforesaid supply prove to be unsuitable to correctly execute the contractual provisions, the Supplier shall immediately terminate the contract with the Authorised Subcontractor and hold the Purchaser harmless in respect of any damage arising to the same as a consequence of the termination of the contract with the Authorised Subcontractor.
- 15.4. In any case, subcontracts shall be subject to the laws and regulations in force governing the subject matter, it being understood that subcontracts shall contain, in addition to the provisions of the preceding paragraph, the specific provision that their effectiveness shall be subject to acceptance and authorisation by the Purchaser and shall be subject to revocation by the Purchaser of said authorisation.
- 15.5. Unauthorised subcontracting entails serious and essential breach of contract with the consequent possibility for the Purchaser to terminate the contractual relationship without prejudice to the right to claim damages.

## **16. PROTECTION OF CONFIDENTIALITY AND PRIVACY OF INFORMATION**

- 16.1. The designs, drawings, documentation, prototypes, materials in general, their developments, derivations, improvements and in general all information concerning, for example, but not limited to, the Buyer's products or the Buyer himself or his affiliated companies and, therefore, also those indicated in the Order, of which in any way the Supplier has come or comes into possession, shall be considered Confidential Information belonging to the Buyer.
- 16.2. The Supplier undertakes to maintain the utmost confidentiality on Confidential Information and to use methods that do not in any way compromise its confidential nature or otherwise cause damage to the Purchaser. The Supplier undertakes to access and use the Confidential Information to the extent and by the means strictly necessary for the fulfilment of the Order and for the purposes envisaged therein. Any other type of processing and/or use of Confidential Information is prohibited.
- 16.3. The Supplier undertakes not to disclose or divulge Confidential Information to third parties, in whole or in part, directly or indirectly, in any manner or form whatsoever, except in the cases provided for herein. The Supplier undertakes that Confidential Information shall only be processed by employees authorised to do so for reasons of service (hereinafter, "Authorised Employees"), and that the latter shall only process the Confidential Information that is necessary for the fulfilment of the Order. To this end, the Supplier undertakes to bind the Authorised Employees to confidentiality obligations of at least the same content as those assumed by the Supplier upon acceptance of these General Terms and Conditions. If, in order to execute the Order, the Supplier needs to ask for the cooperation of third parties by making them aware, in whole or in part, of the Confidential Information, in addition to complying with the provisions of other provisions of these General Conditions, the Supplier shall bind such third parties to confidentiality obligations at least equal in content to those assumed by the Supplier with acceptance of these General Conditions and, at the Purchaser's request, provide the latter with written proof; to this end, the Supplier acknowledges and accepts that it is in any case responsible, also pursuant to Article 1381 of the Italian Civil Code, of compliance with the obligations provided for herein by those who have or have had access to the Confidential Information.
- 16.4. If foreseen, the processing of Confidential Information through access to and use of the Purchaser's IT resources may also take place by granting access credentials (hereinafter, "Access Credentials"). They may

be granted on a collective basis to the Supplier, or on an individual basis to Authorised Employees. Having said this, the Supplier undertakes that such granting, whether collective or individual, shall be strictly linked to the Order, thus excluding any other processing for purposes other than those agreed. The Access Credentials themselves constitute Confidential Information. Individual Access Credentials cannot be assigned and/or made available and/or lent to third parties, even if they are employees of the Supplier. Collective Access Credentials may not be assigned and/or made available and/or lent to third parties. Upon completion of the Order and/or where the working relationship with the Authorised Employee should be terminated, the Supplier shall immediately notify in order to promptly proceed to block such Access Credentials.

- 16.5. Any grant of access to, and use of, computer resources owned by the Purchaser through Access Credentials is strictly limited to the fulfilment of the Order and shall in no way be extended to other activities, whether personal or professional (e.g., but not limited to, unjustified and unagreed use of resources owned by the Purchaser for sending and receiving personal e-mails, for consultation and publication on social media, for accessing, downloading and uploading material of any nature to sites on the Internet). The Purchaser reserves the right to take any necessary action in the event of access to or use of IT resources that could prove to be linked to paedophilia, child pornography, pornography, discrimination and defamation on the grounds of political, sexual and religious orientation. Should the Supplier use its own hardware and software resources (e.g., but not limited to, applications and programmes), the Supplier undertakes to ensure their lawful origin and compliance with intellectual property laws and in particular with licensing rights and obligations. Furthermore, the Supplier undertakes to ensure that the hardware and software resources that may be connected to IT resources owned by the Purchaser, for which the latter is directly or indirectly responsible, are free from harmful applications (i.e. malware or malicious software) such as viruses, worms, Trojan horses, etc. and comply with IT security standards.
- 16.6. The Supplier undertakes to indemnify and hold the Purchaser harmless from any damage and/or liabilities and/or expenses the Purchaser may suffer as a result of a breach of the undertakings, representations and warranties contained herein. The Supplier undertakes to adopt all necessary and appropriate precautions and security measures, at least with the same level of diligence adopted to protect his Confidential Information, but nevertheless below applicable professional standards, to prevent unauthorised use, disclosure or publication of the Confidential Information, as well as to prevent unauthorised access to the Confidential Information, its removal, alteration or manipulation.
- 16.7. The Supplier acknowledges and accepts that the Confidential Information shall remain the exclusive property of the Purchaser, who shall remain the exclusive owner of all intellectual property rights over the Confidential Information, which must therefore be returned to the Purchaser and/or destroyed (together with any copies), upon completion of the Order and/or as soon as the Purchaser so requests; at the Purchaser's request, the Supplier undertakes to provide the Purchaser with a detailed and signed certificate of such return or destruction. The Supplier shall not file or register any application for patents or other intellectual property rights that may relate in whole or in part to the contents of the Confidential Information, or that may be directly or indirectly connected with the Confidential Information, and accordingly, the Supplier undertakes to sign any document or perform any act that may be necessary for the protection of the Purchaser's rights.
- 16.8. The Supplier's obligations of confidentiality and secrecy shall continue even after completion of the Order and/or termination of any business relationship with the Purchaser, i.e. until such time as the information becomes public knowledge for reasons not attributable to the Supplier, or the Purchaser authorises its disclosure in writing.
- 16.9. The Supplier also undertakes not to supply to others the Products supplied based on drawings or designs of the Purchaser or its affiliated companies, even if they do not bear the name, trademark, symbol, logo or other distinctive sign of the Purchaser or its affiliated companies. Violators shall be prosecuted to the full extent of the law.



- 16.10. In the absence of the Purchaser's prior written consent, the Supplier shall not (a) issue any press release, public announcement, denial or confirmation of the Contract or its subject matter; nor (b) announce or disclose, in any way, any Order for Goods placed by the Purchaser.

## **17. INTELLECTUAL PROPERTY RIGHTS**

- 17.1. The Purchaser is, and shall remain, the sole owner of: (i) any intellectual property rights relating to the Order, and/or the Contract, and/or the Product and/or the design of the Product, developed directly or indirectly by the Supplier and, (ii) any related technical documentation of the Supplier and/or technical documentation of the Purchaser.
- 17.2. If the Order relates to one or more activities of an inventive and/or ideational nature, and/or development, such as research, design, experimentation, prototyping, development, the Supplier and the Purchaser agree that, in exchange for the agreed remuneration for the performance of the Order, regardless of their protectability under national and/or international intellectual property protection laws the Supplier assigns in favour of the Purchaser all intellectual property rights, none excluded or excepted, including all patrimonial rights and rights of economic use or otherwise, over the results ("Results") of the Order's activities, so that the Purchaser may freely dispose of the Results and their industrial applications, and being the exclusive owner of the intellectual property rights, the Purchaser may use and dispose of the Results in any way and form (e.g. market, transfer, license, modify, vary, reproduce, and add) may also, if necessary, file or register patent applications or provide for other protection under national and international intellectual property law, without limitation of space or time. The Purchaser shall therefore be free to use and dispose of the Results, directly or indirectly, without the Supplier having any claim whatsoever, unless otherwise provided for by mandatory law. The Supplier hereby undertakes, for itself and its employees and collaborators, to sign any public or private deed or perform any act that may be necessary or required by the Purchaser or by law for the implementation and protection of the foregoing.
- 17.3. The Supplier warrants that the Products supplied, their components and accessories, as well as, to the extent applicable, the works created by him for the Purchaser, even if subsequently processed by the Purchaser or by third parties on the Purchaser's behalf, do not involve any infringement of industrial or intellectual property rights of third parties or in any case do not involve any infringement of the intellectual property rights of third parties. In this regard, it is the Supplier's responsibility to promptly settle any claims by third parties who claim that their industrial or intellectual property rights have been infringed by reason of the possession or use, as the case may be, by the Purchaser of the Products supplied, holding the Purchaser harmless and indemnified against such claims.
- 17.4. In the event that the Supplier incorporates in the Product any intellectual property rights of which it is not the owner, the Supplier undertakes as of now to ensure that it has previously obtained the consent to use such property rights from the third parties who are the owners thereof, and to indemnify and hold the Purchaser harmless against any claims by third parties based on the alleged infringement of intellectual property rights, and to take one of the following actions at its own expense (i) replace or modify the Products in such a way as to avoid further disputes on the right of use, it being understood that performances equivalent to those of the original Products shall, in any case, be ensured; or (ii) take back the Products from the Purchaser by returning to the latter the consideration for the supply.

## **18. RIGHT OF WITHDRAWAL**

- 18.1. The Purchaser shall have the right to withdraw from the Order at any time by simple written notice to be sent to the Supplier. In the event of withdrawal, the Purchaser shall only be obliged to reimburse the Supplier for any expenses the latter proves to have already been incurred and the consideration for work already performed in execution of the Order and accepted by the Purchaser on the effective date of withdrawal, with the Supplier waiving any further claims for services not performed.

## **19. TERMINATION FOR NON-PERFORMANCE**

- 19.1. In the event of non-fulfilment by the Supplier of even just one of the obligations undertaken, the Purchaser shall, by registered letter with return receipt or PEC, assign the Supplier a term of 30 (thirty) days from receipt of the communication, to remedy the non-fulfilment. For this purpose, the representatives of the Parties may meet as soon as possible and in any case within 15 (fifteen) days from the aforesaid communication to agree

on the appropriate modalities to remedy such non-fulfilment; in any case, the impossibility of reaching an agreement shall not cancel or reduce in any way the Supplier's obligation to remedy such non-fulfilment. The timely remedy of a breach that has been the subject of a notice of default under this article shall in no case affect the Supplier's obligation to pay any penalties or compensate any damages suffered by the Purchaser.

- 19.2. If the aforementioned period of 30 (thirty) days expires unsuccessfully, the Purchaser may terminate these General Terms and Conditions and/or the Order by informing the Supplier in writing; the date of such written notice shall be considered the date of termination.
- 19.3. Furthermore, the Purchaser may at any time, upon written notice to the Supplier, terminate these General Terms and Conditions and/or the Order/Contract in the following cases
- 1) the Supplier is in breach of its obligations under Articles 12 ("acceptance and warranties"), 14 ("equipment"), 15 ("prohibition of assignment and subcontracting"), 16 ("protection of confidentiality and privacy of information"), 17 ("intellectual property rights") 20 ("compliance with laws"), 21 ("customs and import/export laws"), 22 ("labour and safety regulations"), 23 ("environmental protection regulations"), 24 ("protection of personal data") and 25 ("audits and inspections") set out in these General Terms and Conditions; or
  - 2) the Supplier has filed an application for a procedure to regulate the state of crisis or insolvency, such as, but not limited to, a debt restructuring agreement, an arrangement with creditors, bankruptcy proceedings and judicial or compulsory liquidation; or
  - 3) the corporate and/or economic and/or financial situation of the Supplier is such as to lead the Purchaser to believe that the Supplier is unable to fulfil its obligations properly; or
  - 4) it associates with or is subject to any form of control, including indirect control, of a competitor of the Purchaser.
- 19.4. Any termination of the General Conditions and/or the Order, as provided for in the preceding paragraphs, shall not affect any right that the Purchaser may have against the Supplier arising from any breach that occurred prior to the date of termination, including the right to claim compensation for all direct and indirect damages that may have been suffered. Conditions which implicitly or expressly have effect after termination shall continue to have effect notwithstanding termination.

## **20. COMPLIANCE WITH LAWS**

- 20.1. The Supplier warrants that in the performance of the Contract it will comply with all applicable laws, rules, regulations, decrees, requirements, governmental, regulatory or administrative enactments and any policies, procedures and instructions communicated to it by the Purchaser (the "Regulations") and that it has all necessary statutory authorisations, permits and licences under the Regulations to supply the Goods. The Supplier undertakes to comply with its obligations under the Regulations and warrants to the Purchaser that it will be able to supply the Products in full compliance with such applicable Regulations throughout the duration of the contractual relationship.
- 20.2. The Supplier undertakes to notify the Purchaser immediately of any circumstances affecting the execution of the supply of the Products and, therefore, undertakes to notify any changes that have occurred.
- 20.3. Should one or more of the conditions listed below occur during the course of the supply of the Products, the Supplier shall immediately notify the Purchaser in writing, who may, at its sole discretion, terminate the existing contractual relations pursuant to and in accordance with Article 1456 of the Italian Civil Code. - without prejudice to the right to claim damages - or entrust the Supplier with the supply of the Products to a third party that meets all the requirements. This in particular, by way of example, if the Supplier:
- a) suffers, for any reason whatsoever, a revocation or cancellation of one or more authorisations, registrations, licences, permits or notices in its possession necessary for the supply of the Products, or if they lapse for any reason whatsoever;
  - (b) fails to renew one or more authorisations, registrations, licences and communications.
- 20.4. The Supplier undertakes to notify the Purchaser of changes in legislation that may affect the Supplier's obligations in the supply of the Products.

- 20.5. In particular, any additional charges arising from the need to comply with the aforementioned rules and prescriptions, even if they come into force after acceptance of the Order, shall remain the sole responsibility of the Supplier, if such rules and prescriptions specifically refer to the Supplier's activities as set forth in these General Conditions.
- 20.6. The Supplier expressly undertakes to indemnify and hold the Purchaser harmless from all consequences arising from failure to comply with the above regulations.
- 20.7. In the event of non-performance by the Supplier of its obligations under this Article, the Purchaser, without prejudice to its right to compensation for damages, shall have the right to declare the individual Order rescinded by right.

## **21. CUSTOMS AND IMPORT/EXPORT LAWS**

- 21.1. The Supplier warrants, in particular, that in the performance of the Contract it shall comply with applicable Customs and Import/Export Regulations and provide all documents required by the Purchaser for or/and related to export from the place of manufacture and for import to the place of end use of the Product, such as but not limited to, preferential, non-preferential certificates of origin, export permits/licences/authorisations, product safety data sheets, technical characteristics of the Product, end-use declarations, list and origin of substances, raw materials and components of the Product and etc..
- 21.2. In particular, if, in the performance of the Order and/or the Contract, goods and/or services and/or information are involved that may be subject to restrictions applicable in various countries, including the countries of the European Union and the United States, in relation to the export of "dual-use" products and technologies, i.e. products and technologies that may have both civil and military use, or exclusively military use (e.g. Regulation (EU) no. 821/2021 as amended and supplemented, U.S. Export Administration Regulation - "EAR", ITAR etc.) the Supplier shall promptly notify the Purchaser in writing or, at the Purchaser's request, undertakes to issue, with reference to the Products and/or its components that are the subject of the Contract, a written declaration of the applicability or non-applicability of the import/export control regulations or other customs controls and/or to sign any document or act requested by the Purchaser and connected to the Customs and Import/Export Regulations.
- 21.3. The Supplier undertakes to deliver to the Purchaser, at the time of the presentation of its commercial offer and in the event of updates and modifications of the Products and/or its components, all the information and declarations relating thereto: such as, by way of example but not limited to, and insofar as applicable, the category of the control list in accordance with Regulation (EU) no. 821/2021 and subsequent amendments and integrations, or that envisaged by another checklist, such as the ECCN (Export Control Classification Number) in the case of Products of US origin pursuant to the US Export Administration Regulation (EAR), any restrictions and/or constraints on the export/re-export of the Products and/or its components, the country of origin of the Products and its components, declaration on the preferential origin of the Products, customs duties on the Products and HS code of the Products, the Supplier's contacts qualified to provide further information on the Products and its components and/or to issue the requested declarations. The Supplier shall promptly inform the Purchaser and, in any case, prior to delivery to the latter of the Products and/or components of possible changes to the Product and/or its components that could have an impact on the Purchaser at the time of their import or export.
- 21.4. The Supplier undertakes to promptly inform the Purchaser in the event of receipt of any notification of violations of export or import control regulations that may impact the Products and/or its components and/or the Purchaser.

## **22. LABOUR AND SAFETY REGULATIONS**

- 22.1. The Supplier undertakes to employ in the execution of the supply of the Products exclusively personnel in force according to the regulations in force, without prejudice to the right to use third parties, if this is authorised in advance in writing by the Purchaser. In addition to what is specified below, the Supplier shall be liable to the Purchaser for the exact fulfilment of the services performed by the personnel on the basis of these General Conditions and for any damage that may be caused to the Purchaser by the latter's conduct.

- 22.2. The Supplier is obliged to comply with all obligations towards its personnel in accordance with the laws and regulations in force concerning labour, contributions, social security and social insurance, and taxation, assuming all related burdens. The Supplier shall therefore implement compliance with the regulations deriving from the laws and decrees in force concerning accident prevention, hygiene and safety at work. The Supplier undertakes to implement, with respect to the personnel employed in the services referred to in these General Conditions and object of the Order, regulatory, remuneration, social security and insurance conditions that are not inferior to those resulting from the applicable Collective Labour Agreements (both national and territorial), guaranteeing and holding the Purchaser harmless from any and all possible related actions.
- 22.3. The Supplier shall implement compliance with all regulations, laws or decrees relating to the prevention and protection of occupational risks, pursuant to Legislative Decree 81/2008 as amended and supplemented.
- 22.4. The Supplier shall, at any time, upon simple request by the Purchaser, prove that it has done so by producing documentation proving the exact fulfilment of the obligations arising from the employment contract with the personnel.
- 22.5. The Supplier undertakes to produce, at the Purchaser's request, the valid DURC of its personnel and of the personnel of any Authorised Subcontractors, as well as the attestation concerning the payment of wages and social security and insurance contributions. It is expressly understood that the Supplier shall be required to produce the valid DURC until the expiry of the last payment deadline of the last invoice.
- 22.6. The Purchaser also reserves the right not to pay the Supplier the Sums due to the latter in the event that the Supplier does not provide full proof of the exact fulfilment, by means of the acquisition of the appropriate documentation, of the obligations concerning the payment of wages and social security and insurance contributions and of the other legal obligations in relation to the work performed by the Supplier and the Authorised Subcontractor. Payment to the Supplier of the sums withheld shall not be made until it has been ascertained that the aforesaid obligations have been fully performed; such sums shall not bear any interest and the Supplier waives the right to raise any objection or claim against the Purchaser, including claims for damages.
- 22.7. The Supplier shall be solely responsible for compliance with the above rules, the Purchaser being held harmless from any and all economic claims and/or liabilities, direct or indirect, arising out of the employment relationship between the Supplier and the Supplier's personnel and/or the employment relationship between the Authorised Subcontractor, if any, and the Supplier's personnel. The Purchaser is also relieved from any liability, which shall therefore fall exclusively on the Supplier, in the event of accidents at work or occupational diseases occurring to the Supplier's personnel and/or Authorised Subcontractors during the supply of the Products. Non-fulfilment by the Supplier of mandatory legal regulations in the field of labour law (including contributions, social security and safety) shall result in the legal termination of the contractual relationship, without prejudice to the Purchaser's right to compensation for the damage suffered.

### **23. ENVIRONMENTAL PROTECTION REGULATIONS**

- 23.1. If requested by the Purchaser, the Supplier shall provide the Purchaser with all documentation (e.g. tests, data and information) which demonstrates that the Supplier complies with applicable environmental legislation (e.g. protocols, international conventions, state, federal, national and supranational regulations) governing the handling, treatment, use, transport, import, export, notification, registration or authorisation of chemical substances or elements, pollutants, metals and minerals, such as, but not limited to, European Union WEEE (EU Directive 2012/19/EU) ROHS (EU Directive 2011/65/EU and EU Delegated Directive 2015/863) regulations REACH (EC Regulation 1907/2006), Batteries and Accumulators (EU Directive 2013/56/EU), PoPs (EU Regulation 2019/1021), "Conflict Minerals" (EU Regulation 2017/821) or other comparable chemical regulations such as, but not limited to, Toxic Substances Control Act (TSCA), California Proposition 65, Environmental Protection and Management Act 1999 of Singapore, and their subsequent additions and amendments.
- 23.2. In the event that the Products or the manufacturing processes of the Products or the Supplier's business or, in general, the supply that is the subject of the Contract, are subject to the aforesaid Regulations, the

Supplier guarantees compliance therewith and undertakes to provide the Purchaser with all information necessary to prove compliance with the legal obligations.

#### **24. PERSONAL DATA PROTECTION**

- 24.1. Pursuant to the applicable legislation on the protection of personal data ("Privacy Law"), the Purchaser and the Supplier mutually acknowledge that, in compliance with the aforementioned legislation and in accordance with the obligations of confidentiality, in the execution of the Order, personal and contact data (personal details, company e-mail, company telephones, smartphones for work use, etc.) may be mutually communicated or otherwise made available to their respective contact persons.) of directors, employees and collaborators who, according to their duties and assignments, manage the Order and/or must execute it.
- 24.2. Such personal data may be subject to processing consisting, by way of example but not limited to, the collection, recording, organisation, storage, processing of such data and the performance of all other personal data processing operations. The personal data thus collected shall be processed for the purposes relating to the Order. The processing may take place using automated or paper-based tools and maintained in environments to which access will be controlled. The data and information processed on this basis may be disclosed to third parties within the framework of the purposes for which they were acquired.
- 24.3. Therefore, both Parties shall process such personal data within the limits of the purposes connected with or instrumental to the performance of the services subject of the individual Order and in relation to the fulfilment of legal obligations and operational and management requirements, and for the same purposes such personal data may be transferred outside the European Economic Area. The data will be kept until completion of the reciprocal services object of the Order and thereafter according to the prescriptive terms provided for by law.
- 24.4. Each Party, in its capacity as data controller, shall be responsible for complying with the obligations provided for by the legislation on the protection of personal data with regard to personal data of which it is the data controller pursuant to said legislation. The Supplier acknowledges that on the appropriate section of the Purchaser's website, in the "Social Responsibility and Legal Compliance" section, the information notice provided by the Purchaser pursuant to the Privacy Law on the processing of the Supplier's personal data is available.
- 24.5. The Supplier undertakes to make his personnel and his Authorised Subcontractors, if any, aware of the general operating rules represented herein and of any additional rules communicated to him by the Purchaser, it being understood that such persons, in any case, operate under the direct and exclusive responsibility of the Supplier. The Supplier shall ensure that in the performance of their activities, his personnel and his Authorised Subcontractors, if any, are bound to use such data in strict compliance with the terms and conditions set forth in these General Conditions and only for the categories of data to which they are expected to have access.
- 24.6. The Supplier shall operate with due diligence in the processing of personal data, in compliance with the regulations in force on the processing of personal data and the instructions received from the Purchaser, and shall indemnify and hold the Purchaser harmless from all claims for damages from third parties, whether due to his fault or malice, motivated or caused by his behaviour (including omission). Upon termination of the contractual relationship for any cause whatsoever, the Supplier undertakes to execute the instructions given by the Purchaser for the consequent termination of the processing of personal data.
- 24.7. The Supplier also undertakes for itself and its personnel and Subcontractors to fulfil the duty of confidentiality for all personal data of the Purchaser of which it becomes aware by virtue of the execution of the Orders. This obligation shall remain in force even after the Supplier ceases to process personal data.
- 24.8. If, under the Contract, the Supplier processes personal data on behalf of the Purchaser for which the Purchaser is a "Data Controller" within the meaning of the Privacy Law, the Supplier shall be appointed as data processor pursuant to Article 28 of Regulation (EU) 2016/679 ("GDPR") and shall comply with the instructions given to him by the Purchaser in the deed of appointment. In the absence of specific instructions from the Purchaser, the principles expressed by the Privacy Law, including those of Article 28 of the GDPR and, where applicable, and of the Provision of the Italian Data Protection Authority of 27 November 2008 and subsequent amendments relating to system administrators, shall apply with reference to the Order and/or

Contract under which the Supplier shall process personal data on behalf of the Purchaser, subject to an assessment of the capacity, reliability and experience of the persons appointed.

## **25. AUDITS AND INSPECTIONS**

25.1. In compliance with the quality, and social responsibility and sustainability procedures of the Purchaser or its customers, during the period of validity of these General Conditions and/or the Order, the Purchaser has the right to verify, at any time, the correct fulfilment by the Supplier of the obligations of the Order and/or the Contract, the other obligations provided for by the Regulations and, in particular, the adherence of the Supplier and its Authorised Subcontractors and any sub-suppliers, to the above-mentioned ethical principles of social responsibility and sustainability. The aforesaid inspections and/or audits may be conducted, even without prior notice to the Supplier, by the Purchaser or its appointees, through access to the facilities and areas of the Supplier, or requests for data, information, or other documents, or the completion of questionnaires, in the manner and within the terms provided by the Purchaser. The Supplier shall respond to audits and inspections by the Purchaser or his agents within a reasonable period of time without delay; the aforesaid inspections / audits shall in no way limit the Supplier's liability to the Purchaser for the Products supplied.

## **26. CHANGE IN THE ORGANISATIONAL AND CORPORATE STRUCTURE OF THE SUPPLIER**

26.1. The Supplier acknowledges that the Purchaser's decision to entrust it with the activities described in the Order is essentially based on a prior and positive evaluation of the Supplier's professional, financial and managerial capacities, and its overall ability to ensure the correct and timely execution of all the activities covered by the Order.

26.2. The Supplier undertakes to inform the Purchaser promptly of any changes in its management organisation or shareholding structure and understands that, if the Purchaser, at its discretion, considers that such changes substantially affect the Supplier's ability to operate properly and on time, it may avail itself of the rights set forth in the preceding article.

## **27. MAJOR FORCE**

27.1. Each Party shall not be liable for non-performance or delay in performance of its obligations under an Order if it can prove that such non-performance is due to an event of force majeure, where an event of force majeure means an event (i) which is beyond the control of the Party suffering from it, (ii) which, at the time of the individual Order, was not reasonably foreseeable by that Party, nor its effects, and (iii) which was not otherwise avoidable and/or remediable by that Party. By way of example, natural events such as fires, earthquakes, floods, and also acts of war, rebellion, acts of terrorism, governmental or administrative measures, riots, embargoes or other restrictive measures taken against a state and/or an entity and/or a natural or legal person may be considered as force majeure events. Excluded from the definition of "force majeure event" are the following events: shortages, interruptions or slowdowns in the procurement of raw materials, components (whether or not essential) of substances, etc., strikes, lockouts, slowdowns, shortages or other interruptions in a Party's means of transport or work, or a Party's financial condition.

27.2. Upon the occurrence of an event of force majeure as defined above, the Party prevented from performance shall inform the other Party immediately and in writing of the occurrence of such event and its effects. The delivery terms will remain suspended for the duration of such force majeure event, subject to the following paragraph.

27.3. In the event that the force majeure event results in a delay in delivery of more than 90 (ninety) days, the Purchaser shall have the right (i) to terminate the Order in respect of which the force majeure event has occurred by giving written notice thereof to the Supplier and (ii) to obtain reimbursement of all sums previously paid to the Supplier.

27.4. In no event shall delays caused by a sub-supplier and/or sub-contractor of the Supplier constitute an event of force majeure within the meaning and effect of this Article, unless they were themselves caused by events of force majeure as defined in the first paragraph.



## **28. APPLICABLE LAW AND JURISDICTION**

28.1. These General Terms and Conditions shall be governed by and construed in accordance with Italian law. Any dispute arising in connection with these General Conditions shall be submitted to the jurisdiction of the Court of Bologna.

## **29. MISCELLANEOUS**

29.1. These General Conditions shall apply to any Order and/or Contract signed between the Parties, it being understood that in the event of any discrepancy between the provisions of these General Conditions and those of an Order, those of the Order shall prevail.

29.2. Any right or remedy of the Buyer under these General Conditions and/or a specific Order shall be without prejudice to any other statutory right of the Buyer, whether or not provided for in these General Conditions and/or an Order.

29.3. Amendments and variations to a given Order shall only be valid and effective if they are evidenced by a written instrument duly signed by a duly authorised representative of each of the Parties.

29.4. In the event that any provision of these General Terms and Conditions is invalid, unlawful, or ineffective under any provision of law, such invalidity, unlawfulness, or ineffectiveness shall not extend in any way to the other provisions hereof.

29.5. Any tolerance of conduct in breach of these General Terms and Conditions or of Contracts shall not constitute a waiver of the Purchaser's rights arising out of the breached provisions, nor of the right to demand the exact fulfilment of all terms and conditions stipulated in the Contract.

29.6. The Purchaser and the Supplier confirm that they are independent and autonomous parties. Without prejudice to the obligations assumed by the Supplier with the Order, the Parties expressly declare that the supply of the Products shall take place in pure organisational autonomy, without any constraint of dependence and/or subordination. The Order does not constitute any association, consortium, company, joint organisation or agency relationship between the Purchaser and the Supplier. No Party has the power to bind or assume obligations for the respective other party without the prior written consent of the respective other party.