

Terms and Conditions of Purchase Italy

1. OBJECT

These General Terms and Conditions apply to purchase orders (hereinafter referred to as “Order(s)”) issued by CEMP entity identified in the applicable Order (hereinafter referred to as the “Company”) to the vendor company (hereinafter referred to as the “Vendor”) concerning the sale of Goods specified on an individual basis in individual Orders. In the event of any discrepancies between the provisions of these General Terms and Conditions and the provisions of the Orders, the provisions of the latter shall prevail. Any general terms and conditions of sale of the Vendor will not be applied, even in part.

2. TERMS OF DELIVERY, TRANSPORT AND PACKAGING

2.1. The Vendor undertakes to deliver the Goods requested within the date indicated on an individual basis on each individual Order. Said term shall be deemed essential and as a consequence, failure to comply with the same will entitle the Company to cancel the Order or to terminate this agreement by means of a statement provided in writing pursuant to Article 1456 of the Italian Civil Code.

2.2. Without prejudice to that set out in each individual Order, packaging shall be suitable for transport. The cost of transport, packaging and loading and unloading of the Goods is already included in the total amount agreed upon by the Parties. Any additional costs for transportation, packing, loading and unloading of the Goods will be borne exclusively by the Vendor and no amount will be due by the Company.

3. TRANSFER OF OWNERSHIP

Ownership of the Goods is understood to be transferred only upon delivery of the same to the Company's plant or at a different location indicated by the Company.

4. INVOICING

4.1. The Vendor acknowledges and accepts that invoices will not be considered complete, and therefore will not be paid by the Company, unless they contain the following information, in addition to that required under invoicing rules for the European Union:

- a. Order number;
- b. Goods code and relevant description as per order;
- c. quantity, in the same unit of measurement as the Order;
- d. unit price;
- e. bank account coordinates for payment;
- f. references to delivery documents.

4.2. Invoices, as specified above, must be issued no later than a month after the date of actual delivery of the Goods.

5. TRANSPORT DOCUMENT

5.1. The Vendor acknowledges and accepts that transport documents will not be considered complete, and therefore the relevant Invoices will not be accepted, unless they contain the following information, in addition to that required under transport document rules for the European Union:

- a. Order number;
- b Goods code and relevant description as per order;
- c quantity, in the same unit of measurement as the Order;
- d Goods batch;
- e batch of origin, of the material used for processing.

5.2. Transport documents must contain a declaration of conformity to the processing and control specifications provided by CEMP. Alternatively, a declaration of compliance with current regulations must be attached to each transport document for the batches delivered with the same transport document.

6. CERTIFICATIONS AND MANUALS

The Vendor shall draw up and provide the Company, within the deadlines and delivery dates set out in the Order, with all certifications and/or other documentation (for example: instruction, use, maintenance and installation manuals — cumulatively referred to as “Manuals” —, certificates, quality documents, instructions, declarations of conformity, list of all norms and standards applied to the Goods supplied, etc.) concerning the Goods included in the supply, all in full compliance with applicable provisions of laws, legislation and regulations including, without limitation, applicable European Union directives. Material certificates and/or electrical or size check reports are to be provided for each batch of material delivered to CEMP, where applicable.

7. VENDOR WARRANTY

7.1. Pursuant to Article 1512 of the Italian Civil Code, the Vendor guarantees the proper functioning of the Goods sold for a period of 3 (three) years from the date of actual delivery of the Goods themselves.

7.2. Pursuant to Article 1490 of the Italian Civil Code, the Vendor guarantees that the Goods sold are free of defects which render them unfit for the use for which they were intended or which appreciably diminish their value.

7.3. The Vendor undertakes to resolve any defects in the Goods supplied, without prejudice in all cases to compensation for damage. The cost of transporting any damaged Good(s) from the Company to the Vendor, as well as the cost of returning any repaired Good(s) shall be borne by the Vendor.

7.4. Pursuant to Article 1497 of the Italian Civil Code, the Vendor guarantees that the Goods has the qualities promised or essential for the use for which it is intended. and that the Goods supplied conforms to that ordered and, in any event, has the suitable characteristics to be used in electric motors for heavy industrial applications.

7.5. The Vendor further warrants that the Goods has all the additional characteristics potentially required based on the information provided by the Company, whether any such characteristics are known or knowable to the Vendor.

7.6. The Company will report any defects and or lack of quality and/or lack of conformity in the Goods supplied within 30 (thirty) days from their discovery.

7.7. The action for the defects and/or lack of qualities and/or lack of conformity is prescribed in 1 (one) year for the delivery of the Goods.

8. CONFIDENTIALITY

Each Party will maintain confidentiality and will not disclose any confidential information related to this Contract that the other Party discloses to it, except to the extent necessary for the provision of services and performance of any other duties under this Contract. Information should be considered confidential if it has been designated as such by the Party that released it, at the time of its disclosure, or if, taking into account all the situations surrounding the disclosure, it should reasonably be understood confidential by the receiving Party. It is hereby clarified that the documents issued by the CEMP will always be considered confidential information for the purposes of this clause and are protected by intellectual property rights, such as, for example, construction drawings, technical specifications and sensitive information owned by CEMP. Neither Party will have any duty of confidentiality under this Contract regarding information that:

- a. is or will subsequently be available to the public without breach of any obligation under this Contract;

- b. was in the possession of the other Party prior to the first moment of disclosure under this Contract;
- c. is developed by the other Party without reference to any confidential information received from the disclosing Party;
- d. has been obtained without restriction from a third party and that the other Party reasonably understands that it may freely disclose that information without breaching any obligation to the disclosing Party;
- e. is disclosed with the prior written consent of the disclosing Party; or
- f. is released following an order or request from a court, public administration organization or other governmental organization.

The Vendor will treat the CEMP's Personal Data in order to provide the services properly under the terms defined in this Contract and in accordance with the CEMP's instructions.

The Parties agree to use personal data obtained through the performance of this Contract with due care, namely by implementing the technical and organizational measures necessary to protect personal data from any accidental or unlawful destruction, accidental loss, alteration, disclosure or non-access authorized, and ensure a level of security appropriate to the risk represented by the processing of the data and the nature of the data to be protected.

The Parties agree to respect all applicable data protection legislation.

9. INSURANCE

The Vendor states that it has taken out suitable third-party civil liability insurance with reference to the Goods set out in the Order. The Vendor also states that said insurance policy has a suitable maximum limit to cover any damage that may be caused to objects and/or persons as a result of the obligations assumed by the Vendor

10. ASSIGNMENT OF THE CONTRACT

10.1. The Vendor may not under any circumstances assign the Order or the obligations and rights deriving from the same to any third parties without written approval from CEMP.

10.2. By accepting these General Terms and Conditions, the Vendor authorizes the Company in advance to assign, at any time, the rights and obligations deriving from the Order to affiliated companies or third parties, without prejudice to the Company's obligation to notify the Vendor under any circumstances by fax or certified e-mail of any such assignment pursuant to Article 1407 of the Italian Civil Code.

11. ADMINISTRATIVE LIABILITY

11.1. The Vendor states that it has a suitable organizational and control model in place directed at preventing the offences specified in Italian Legislative Decree no. 231 of 08 June 2001.

11.2. If the Company becomes aware of any conduct on behalf of the Vendor that may contribute, even if only abstractly, to any of the examples of conduct envisaged by the offences specified in the following point, the Company may withdraw from the contract without previous notice and also in case it's partially or completely performed pursuant to Article 1373 of the Italian Civil Code. In detail:

Offences committed in dealings with the Italian public administration:

- Embezzlement to the detriment of the State or other public body (Art. 316-bis of the Italian Criminal Code).
- Misappropriation of contributions, financing or other payments from the State or another public body or the European Community (Art. 316-ter of the Italian Criminal Code).

- Fraud to the detriment of the State or other public body or the European Community (Art. 640, paragraph 2, no. 1 of the Italian Criminal Code).
- Aggravated fraud to obtain public funds (Art.640-bis of the Italian Criminal Code).
- Computer fraud to the detriment of the State or other public body (Art. 640-ter of the Italian Criminal Code).

Computer offences and unlawful processing of data:


- Forgery of a public computerized document or document with probative value (Art. 491 bis of the Italian Criminal Code).
- Unauthorized access to a computer or telecommunications system (Article 615-ter of the Italian Criminal Code).
- Unauthorized possession and dissemination of access codes to computer or telecommunications systems (Article 615-quater of the Italian Criminal Code).
- Distribution of computer equipment, devices or programs aimed at damaging or interrupting a computer or telematic system (Art. 615-quinquies of the Italian Criminal Code).
- Unlawful interception, prevention or interruption of computer or telematic communications (Art. 617-quater of the Italian Criminal Code).
- Installation of equipment designed to intercept, prevent or interrupt computer or telematic communications (Art. 617-quinquies of the Italian Criminal Code).
- Damage to computer information, data and programs (Art. 635-bis of the Italian Criminal Code).
- Damage to computer information, data and programs used by the State or other public body or of public utility (Art. 635-ter of the Italian Criminal Code).
- Damage to computer or telematic systems (Art. 635-quater of the Italian Criminal Code).
- Damage to computer or telematic systems of public utility (art. 635-quinquies of the Italian Criminal Code).
- Computer fraud by subjects providing electronic signature certification services (Art. 640-quinquies of the Italian Criminal Code).

Organized crime offences:

- Association for criminal purposes (Art. 416 of the Italian Criminal Code).
- Association for criminal purposes directed at committing offences of reduction to or maintenance in slavery or servitude, trafficking of persons, purchase and sale of slaves and offences relating to violations of the provisions on illegal immigration referred to in Article 12 of Italian Legislative Decree 286/1998 (Article 416, paragraph 6 of the Italian Criminal Code). □ Mafia-type associations (Art. 416-bis of the Italian Criminal Code).
- Offences committed availing of the conditions set out in Article 416 bis of the Italian Criminal Code for Mafia-type associations or to facilitate the activities of said associations.
- Political and Mafia-related electoral exchange (Art. 416-ter of the Italian Criminal Code).
- Association aimed at illicit trafficking in narcotic or psychotropic substances (Art. 74, Italian Presidential Decree no. 309 of 09 October 1990).
- Kidnapping for the purposes of robbery or extortion (Art. 630 of the Italian Criminal Code).
- Illegal manufacture, introduction into the State, offering for sale, sale, possession and carrying in a public place or place open to the public of war or warlike weapons or parts of weapons, explosives, illegal weapons and multiple common fire arms (Art. 407, paragraph 2, letter a), number 5), Italian Code of Criminal Procedures).

Offences committed in dealings with the Italian public administration:

- Extortion (Art. 317 of the Italian Criminal Code).
- Bribery for the performance of an official act (Article 318, Italian Penal Code)
- Bribery for the performance of an act in breach of official duties (Article 319 of the Italian Criminal Code)
- Aggravating circumstances (Article 319-bis of the Italian Criminal Code)

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- Bribery in judicial proceedings (Article 319-ter of the Italian Penal Code)
 - Undue inducement to give or promise benefits (Article 319-quater of the Italian Criminal Code)
 - Bribery of an individual appointed to public office (Art. 320 of the Italian Criminal Code)
 - Penalties for the corrupting individual (Article 321 of the Italian Penal Code)
 - Incitement to bribery (Article 322 of the Italian Penal Code)
 - Embezzlement, extortion, undue inducement to give or promise benefits, bribery and incitement to bribery of members of European Community bodies and officers of the European Community foreign States (Article 322-bis of the Italian Criminal Code).

Crimes of counterfeiting money, public credit cards, revenue stamps and identification instruments or signs:

- Counterfeiting of currency, spending and complicit introduction of counterfeit currency into the Italian State after agreement (Art. 453 of the Italian Criminal Code).
- Alteration of currency (Art. 454 of the Italian Criminal Code).
- Non-complicit spending and introduction into the Italian State of counterfeit currency (Art. 455 of the Italian Criminal Code).
- Spending of counterfeit currency received in good faith (Art. 457 of the Italian Criminal Code).
- Counterfeiting of revenue stamps, introduction into the Italian State, purchasing, possession or circulation of counterfeit revenue stamps (Art. 459 of the Italian Criminal Code).
- Counterfeiting of watermarked paper used to manufacture public credit or revenue stamps (Art. 460 of the Italian Criminal Code).
- Manufacture or possession of watermarks or instruments in order to counterfeit currency, revenue stamps or watermarked paper (Art. 461 of the Italian Criminal Code).
- Use of counterfeit or altered revenue stamps (Art. 464 of the Italian Criminal Code).
- Counterfeiting, alteration or use of trademarks or distinctive signs or patents, models or designs (Art. 473 of the Italian Criminal Code).
- Introduction into the Italian State and trade of Goods with false markings (Art. 474 of the Italian Criminal Code).

Offences against industry and trade:

- Interference with the freedom of industry or trade (Art. 513 of the Italian Criminal Code).
- Illegal competition with threats or violence (Art. 513-bis of the Italian Criminal Code)-
- Fraud against national industries (Art. 514 of the Italian Criminal Code).
- Fraudulent trading (Art. 515 of the Italian Criminal Code).
- Sale of non-genuine foodstuffs as genuine (Art. 516 of the Italian Criminal Code).
- Sale of industrial Goods with false markings (Art. 517 of the Italian Criminal Code).
- Manufacture and trade in Goods produced through unlawful appropriation of intellectual property rights (Art. 517 ter of the Italian Criminal Code).
- Counterfeiting of geographical indications or denominations of origin of food Goods (Art. 517-quater of the Italian Criminal Code).

Corporate offences:

- False corporate communications (Art. 2621 of the Italian Civil Code).
- False corporate communications to the detriment of shareholders or creditors (Art. 2622, paragraphs 1 and 3 of the Italian Civil Code).
- False prospectus (Article 173-bis Consolidated Law on Financial intermediation repealing Article 2623 of the Italian Civil Code)
- Obstruction of auditing activities (Art. 2625, paragraph 2 of the Italian Civil Code).
- Unlawful restitution of capital contributions (Art. 2626 of the Italian Civil Code).
- Illegal distribution of profits and reserves (Art. 2627 of the Italian Civil Code).
- Illegal transactions involving company or parent company shares or quotas (Art. 2628 of the Italian Civil Code).

- Transactions to the detriment of creditors (Art. 2629 of the Italian Civil Code).
- Failure to disclose a conflict of interest (Art. 2629-bis of the Italian Civil Code).
- Fictitious capital formation (Art. 2632 of the Italian Civil Code).
- Improper distribution of company assets by liquidators (Art. 2633 of the Italian Civil Code).
- Corruption among private individuals (Art. 2635 of the Italian Civil Code).
- Unlawful influence on the shareholders 'meeting (Art. 2636 of the Italian Civil Code).
- Market rigging (Art. 2637 of the Italian Civil Code).
- Impeding public supervisory authorities to exercise their duties (Art. 2638, paragraphs 1 and 2 of the Italian Civil Code).

Crimes of terrorism or subversion of democratic order under the Italian Criminal Code and special laws.

Female genital mutilation practices.

Crimes against the person:

- Reduction to or maintenance in slavery or servitude (Art. 600 of the Italian Criminal Code).
- Child prostitution (Article 600-bis of the Italian Criminal Code).
- Child pornography (Art. 600-ter of the Italian Criminal Code).
- Possession of pornographic materials (Art. 600-quater).
- Virtual pornography (Art. 600-quater.1 of the Italian Criminal Code).
- Tourism initiatives aimed at the exploitation of child prostitution (Art. 600-quinquies of the Italian Criminal Code).
- Trafficking of individuals (Art. 601 of the Italian Criminal Code).
- Purchase and sale of slaves (Art. 602 of the Italian Criminal Code).

Market abuse offences:

- Abuse of privileged information (Article 184 of Italian Legislative Decree no. 58 of 24.2.1998).
- Manipulation of the market (Article 185 of Italian Legislative Decree no. 58 of 24.2.1998).

Crimes of manslaughter and serious and very serious injury through negligence, committed violating occupational health and safety protection legislation:


- Manslaughter (Art. 589 of the Italian Criminal Code).
- Personal injury through negligence (Article 590, paragraph 3 of the Italian Criminal Code).

Receipt, laundering and use of money, Goods or benefits of an unlawful origin:

- Receipt (Art. 648 of the Italian Criminal Code).
- Laundering (Art. 648-bis of the Italian Criminal Code).
- Use of money or benefits of an unlawful origin (Art. 648-ter of the Italian Criminal Code).
- Self-laundering (Art. 648-ter.1 of the Italian Criminal Code).

Copyright infringement offences:

- Making available to the public through a system of telematic networks, through connections of any type, and without having the right to intellectual work protected by copyright, or part of the same (Article 171, paragraph 1, letter a-bis), Italian Law 633/1941).
- Offences referred to in the previous paragraph committed in relation to the work of others not intended for publication, or false attribution of authorship, or with distortion, mutilation or other changes to the same work, should the same offend the honor and reputation of the author (Art. 171, paragraph 3, Italian Law no. 633/1941).
- Unauthorized duplication, to gain profit, of computer programs; importing, distribution, sale, possession for commercial or business purposes or renting of programs on media not marked by the Italian



Company of Authors and Editors (SIAE -Società Italiana degli Autori e Editori); predisposition of means intended to allow or facilitate the arbitrary removal or the functional evasion of devices applied to protect a computer program (Art. 171-bis, paragraph 1, Italian Law no. 633/1941).

- ReGoodsion on media not marked by the Italian Company of Authors and Editors (SIAE -Società Italiana degli Autori e Editori), transfer together media, distribution, communication, presentation or public demonstration of the contents of a database in order to gain profit; extraction or reuse of the database in breach of the provisions on the rights of the maker and user of a database; distribution, sale or leasing of databases (Art. 171-bis, paragraph 2, Italian Law no. 633/1941).
- Offences committed for profit, for non-personal use, and characterized by engagement in one of the following examples of conduct described in Article 171-ter, paragraph 1, Italian Law 633/1941:
 - unauthorized duplication, reproduction, transmission or dissemination in public by any means, in whole or in part, of intellectual work intended for television, cinema, sale or rental, disks, tapes or similar media or any other media containing assimilated phonograms or videograms of musical, cinematographic or audiovisual works or sequences of moving images (letter a)
 - unauthorized reproduction, transmission or dissemination in public, by any means, of literary, dramatic, scientific or educational, musical or dramatic-musical, multimedia works or parts of the same, including if included in collective or composite works or databases (letter b)
 - introduction into the Italian State, possession for sale or distribution, distribution, placing on the market, sale, renting or in any event transfer for any reason, public screening, broadcasting by television in any manner, broadcasting by radio, unlawful duplication or reproduction referred to in letters a) and b) without abetting to duplication or reproduction (letter c)
 - possession for sale or distribution, placing on the market, sale, renting or in any event transfer for any reason, public screening, broadcasting by radio or television in any manner, of video cassettes, music cassettes, any medium containing phonograms or videograms of musical, cinematographic or audiovisual works or sequences of moving images, or other media for which it is prescribed the affixing of the Italian Company of Authors and Editors' mark, absence of the same mark or bearing counterfeit or forged marks (letter d)
 - retransmission or dissemination by any means, without the agreement of the legitimate distributor, of an encrypted service received by means of equipment or parts of equipment for decoding transmissions with conditional access (letter e)
 - introduction into the Italian State, possession for sale or distribution, distribution, sale, renting, transfer of any kind, commercial promotion, installation of devices or special decoding parts enabling access to an encrypted service without payment of the required fee (letter f)
 - manufacture, import, distribution, sale, rental, transfer of any kind, advertising for sale or rental, or possession for commercial purposes of devices, Goods or components, or the provision of services whose main purpose or commercial use is to circumvent the effective technological protection measures or are mainly designed, produced, adapted or implemented for the purpose of enabling or facilitating the circumvention of the aforementioned measures (letter f-bis)
 - unauthorized removal or alteration of the electronic information referred to in Article 102-quinquies, or distribution, importing for distribution, broadcasting by radio or television, communication or making available to the public of works or other protected materials from which electronic information itself has been removed or altered (letter h).
- Offences characterized by engagement in one of the following examples of conduct described in Article 171-ter, paragraph 2, Italian Law 633/1941:
 - reproduction, duplication, transmission or unauthorized dissemination, sale or placing on the market, transfer of any kind or illegal importing of more than 50 copies or copies of works protected by copyright and related rights (letter a)
 - uploading for profit to a system of telematic networks through connections of any type, of intellectual work protected by copyright, or part of the same, infringing the exclusive right of the author of communication to the public (letter a-bis)
 - engaging in one of the examples of conduct referred to in Art. 171-ter, paragraph 1, Italian Law no. 633/1941, reproducing, distributing, selling or marketing, importing works protected by copyright and related rights as a business activity (letter b)

- promotion or organization of the illegal activities referred to in Art. 171-ter, paragraph 1, Italian Law no. 633/1941 (letter c)
- Failure by manufacturers or importers of media not requiring marking to inform the Italian Company of Authors and Editors of the identification data of said media or false statement regarding fulfilment of marking obligations (Article 171-septies, Italian Law 633/1941).
- Fraudulent production, sale, importing, promotion, installation, modification, use for public and private use of equipment or parts of equipment in order to decode conditional access audiovisual broadcasts via air, satellite, cable, in both analogue and digital forms (Art. 171-octies, Italian Law no. 633/1941).

Inducement not to provide statements or to provide untruthful statements to the judicial authorities.

Environmental offences:

- Offences set out in the Italian Criminal Code:
 - Killing, destruction, capturing, removal or possession of protected wild fauna or flora species (Art. 727-bis of the Italian Criminal Code).
 - Destruction or deterioration of the habitat within a protected site (Art. 733-bis of the Italian Criminal Code).
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- Offences set out in the Environmental Code referred to in Italian Legislative Decree no. 152 of 03 April 2006
 - Water pollution (Article 137):
 - ✓ unauthorized discharge (authorization inexistent, suspended or revoked) of industrial waste water containing dangerous substances (paragraph 2)
 - ✓ discharge of industrial waste water containing dangerous substances in violation of requirements set out in the authorization or imposed by competent authorities (paragraph 3)
 - ✓ discharge of industrial waste water containing dangerous substances in violation of table limits or of the most restrictive limits set by Regional Administrations or Autonomous Provinces or by the competent Authority (paragraph 5, first and second sentences)
 - ✓ violation of bans on discharging on land, in groundwater and underground (paragraph 11)
 - ✓ discharge into the sea by ships or air craft of substances or materials that it is forbidden to spill, except in minimum quantities that have been authorized by the competent authority (paragraph 13)
 - ✓ Unauthorized management of waste (Art. 256,):
 - ✓ collection, transport, recovery, disposal, trading and brokering of non-hazardous and hazardous waste without appropriate authorization, registration or communication (Article 256, paragraph 1, letters a) and b)
 - ✓ construction or management of an unauthorized landfill (Article 256, paragraph 3, first sentence)
 - ✓ construction or management of an unauthorized landfill used, even in part, for the disposal of hazardous waste (Article 256, paragraph 3, first sentence)
 - ✓ unauthorized mixing of waste (Article 256, paragraph 5)
 - ✓ temporary storage at the place of Goodsion of hazardous medical waste (Article 256, paragraph 6)
- Contaminated sites (Article 257)
 - pollution of soil, subsoil, surface water and groundwater exceeding risk thresholds concentrations (unless a clean-up is carried out in accordance with a project approved by the competent authority) and failure to notify the relevant authorities (paragraph 1 and 2).
- Falsification and use of false waste analysis certificates (Articles 258 and 260-bis)
 - drafting of a false waste analysis certificate (with regard to information concerning the nature, composition and chemical and physical characteristics of waste) and use of a false certificate during transport (Article 258, paragraph 4, first sentence)

- drafting of a false waste analysis certificate, used as part of the waste traceability control system (SISTRI -Sistema di controllo della tracciabilità dei rifiuti); inclusion of a false certificate in the data to be provided for the purposes of waste traceability (Article 260-bis, paragraph 6)
 - transport of hazardous waste without a hard copy of the waste traceability control system (SISTRI) – handling area sheet or waste analysis certificate, as well as the use of a certificate of analysis containing false information about the waste transported within the context of the waste traceability control system (SISTRI) (Article 260-bis, paragraph 6 and 7, second and third sentences)
 - transport of hazardous waste with a fraudulently altered hard copy of the waste traceability control system (SISTRI) – handling area sheet (Article 260-bis, paragraph 8, first and second sentences)
- Illegal trafficking of waste (Articles 259 and 260):
 - shipment of waste constituting illegal trafficking (Article 259, paragraph 1).
 - organized activities, by means of multiple transaction and setting-up of resources and continuous activities, to illegally traffic waste (Article 260).
- Air pollution (Article 279):
 - violation when running a plant of emission limit values or of requirements set out in authorizations, plans and programs or legislation, or by the competent authority, which also results in air quality limit values set out in current legislation being exceeded (paragraph 5)
- Offences set out in Italian Law no. 150 of 07 February 1992 concerning international trade of endangered specimens of flora and fauna and possession of dangerous animals:
 - unlawful import, export, transport and use of animal species (without a valid certificate or license, or in breach of the provisions set out in said measures); possession, use for profit, purchase, sale and display for sale or for commercial purposes of specimens without the prescribed documentation; illicit trade in artificially reproduced plants (Article 1, paragraphs 1 and 2 and Article 2, paragraphs 1 and 2).
 - possession of live specimens of mammals and reptiles of wild species or reproduced in captivity, which constitute a danger to public health and safety (Article 6, paragraph 4).
- Offences referred to in Italian Law no. 549 of 28 December 1993 concerning protection of stratospheric ozone and the environment
 - Ozone pollution: violations of provisions requiring that use (Production, use, marketing, import and export) of substances harmful to the ozone layer be stopped and reduced (Article 3, paragraph 6)
- Offences referred to in Italian Legislative Decree no. 202 of 06 November 2007 concerning pollution of the marine environment caused by ships
 - Culpable discharge into the sea of polluting substances by ships (Article 9, paragraphs 1 and 2).
 - Malicious discharge into the sea of polluting substances by ships (Article 8, paragraphs 1 and 2).

Employment of more than three citizens whose residence permit (permesso di soggiorno) is not valid, who are minors under the working age or who are subjected to labour exploitation (Article 22, paragraph 12-bis Italian Legislative Decree 286/1998).

Transnational Offences (Italian Law no. 146 of March 16, 2006, Articles 3 and 10).

12. SUBCONTRACTING

12.1 The Vendor undertakes to submit the subcontractors and the scope of the subcontracts to the prior written approval of the Company.

12.2. The Company may request the Vendor to resolve a subcontract if the subcontractor has repeatedly failed to fulfil its obligations or demonstrates that it does not have the appropriate experience and technical capacity for the timely or adequate execution of the respective subcontract. After receiving the order from the Company, the Vendor undertakes to take appropriate and feasible measures that are necessary for the successful conclusion of the Order.

12.3. The Vendor is fully responsible for any acts or defaults of any subcontractor, its agents, employees, contractors, consultants or any other personnel as if they were acts or defaults of the Vendor.

13. INDEMNITY

13.1. Vendor covenants and agrees at all times to defend, protect, hold harmless and indemnify Company and its Affiliates, and its and their respective directors, officers, employees, successors and assigns from and against any and all losses, costs and expenses arising from any and all claims for loss, damage (including but not limited to property damage) or injury made against Company ("Claims") and from and against any lawsuits, actions, or legal proceedings of any kind brought against Company ("Actions"), directly or indirectly caused by or in connection to the execution of this Terms and Conditions, incident to or growing out of defects in the design, manufacture, or materials used in the Goods supplied, negligence in the manufacture, or provision of the Goods supplied, or performance of any services hereunder Vendor's covenants of indemnity herein shall continue in full force and effect notwithstanding the termination or expiration of this document or Order under the Agreement. Vendor's obligations under this section are contingent upon Company providing Vendor prompt notice of any Claim and/or Action and all necessary information and assistance so that Seller may remediate, defend or settle such Claim and/or Action.

13.2. The penalty for delay of the shipment of the Goods, attributable to the Vendor, shall be of 1% of total Order price per day of delay to a maximum of 100% of total Order price.

14. LIMITATION OF LIABILITY

14.1. Neither Party is liable to the other for any lost profits or indirect damages.

14.2. Notwithstanding any other provision of this document, any limitations on liability by the Parties shall not apply in the event of willful act or omission or gross negligence by the responsible Party.

15. FORCE MAJEURE

15.1. Failure to comply with this Contract, in whole or in part, due to Force Majeure, does not constitute an obligation to indemnify either Party.

15.2. The declaration of war, revolution, mobilization or military intervention of a similar scale constitutes, in particular, grounds of Force Majeure; strike, even if partial; fires; floods; monetary requisitions, seizures or restrictions; civil insurrections or riots; embezzlement of aircraft or acts of terrorism; interruption of communication routes; prolonged power cuts; epidemics; pandemics; general lack of materials or human resources, duly proven; or other industrial conflicts caused by any circumstances referred to in this Clause.

15.3. The Party intending to invoke a reason of Force Majeure for the timely failure or non-compliance with this Contract shall inform the other Party, without delay, regarding the occurrence and termination of this circumstance.

15.4. If the aforementioned causes cannot, for any reason, be overcome within 30 (thirty) days from the date of the occurrence, the other Party may terminate this Contract, without any of the Parties having the right or action against the other, except for amounts already past due or due for Goods already delivered.



16. INTEGRATIONS, CHANGES AND DIVERGENCIES

16.1. This Contract and its Attachments contain all the agreements, understandings, conditions, guarantees and declarations of any kind, oral or written, entered into between the Parties and constitute a thorough understanding between them regarding all the matters that are the subject of it.

16.2. Any modification or amendment to this Contract shall be in writing and signed by the legal representatives of each Party.

16.3. In the event of disagreements, the Parties undertake to resolve any conflicts by first prioritizing dialogue between them.

17. NOTIFICATIONS

17.1. Correspondence regarding the Order(s) must be drafted in Italian or English. All notifications are to be made in writing and will be considered validly made only if sent by registered mail, fax, e-mail or certified e-mail to the following office at the addresses indicated in the Order.

17.2. Said notifications will be deemed effective for all intents and purposes from the date of receipt of the same by the recipient.

18. APPLICABLE LAW

These General Terms and Conditions shall be governed by the law of country where Company is located. Application of the 1980 Vienna Convention on the international sale of Goods or other conventions relating to laws applicable to the international sale of Goods is expressly excluded.

19. JURISDICTION

Any dispute arising in relation to these General Terms and Conditions shall be referred exclusively to the Court of place where Company is located, with the express exclusion of any other shared or alternative court.

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