

## GENERAL CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

### 1. Definitions

In the context of these General Conditions, the following terms will have the meaning specified below:

- "Supplier": the natural or legal person who supplies Goods and/or Services to the Company on the basis of the Agreement, accepting these General Conditions, as an integral and substantial part of the Purchase Orders issued from time to time by the Company;
- "Company": the company Doss Visual Solution srl., with its registered office located in Erbusco (BS), Via dell'Industria 57, tax code and VAT number 03610310165 indicated in the Purchase Order, which places a Purchase Order to purchase Goods or obtain Services from the Supplier;
- "Parties": jointly the Company and the Supplier;
- "General Conditions": these general conditions of purchase, which govern the terms and conditions for the purchase of Goods and/or supplies of Services from a Supplier in the execution of the Purchase Orders issued each time by the Company;
- "Goods": tangible or intangible goods sold by the Supplier to the Company;
- "Services": work and/or intellectual services provided by the Supplier to the Company;
- "Purchase Orders": orders for the purchase of Goods or the supply of Services issued by the Company to the Supplier;
- "Agreement": an agreement made between the Parties on the basis of these General Conditions and the related Purchase Orders issued by the Company to the Supplier for the purchase by the Company of the Supplier's Goods and/or Services; the General Conditions and the Purchase Orders constitute the integral manifestation of the agreements made between the Parties regarding the subject matters therein contemplated;
- "Technical Specifications": any type of technical, functional, or quality specifications relating to the Goods or the methods of carrying out the Services, including, by way of example, drawings, models, samples, prototypes, films, photographs, renderings, communicated in writing each time by the Company to the Supplier or confirmed in writing by the Company;
- "Results": all the results of the creative and inventive activity conceived of, created or developed by the Supplier in execution of or as a result of the Services, including designs, inventions, data, results, information, methods, specifications, know-how, software, photographic or filmed images, products or molds;
- "Confidential Information": this concerns, jointly, (i) the Technical Specifications, (ii) any other information, commercial or of any other nature, relating to the Company, its materials, products, processes, services, and activities, provided, in any form, by and/or on behalf of the Company to the Supplier and/or of which the Supplier has learned about, (iii) the Results and (iv) any notes, studies or other documents prepared by the Supplier which contain or otherwise reflect the Technical Specifications, the information referred to in point (ii) and the Results;
- "Force Majeure Event" unforeseeable and exceptional event, independent of the will and beyond the control of the Party that invokes it, such as, by way of example only, acts of terrorism, riots and civil unrest, wars, strikes of a national character, natural disasters, fires, epidemics and pandemics, inability to obtain raw materials or energy for manufacturing.

### 2. Scope of application

2.1. The General Conditions and the Purchase Order issued by the Company constitute an integral and essential part of the Agreement. The General Conditions will always apply, except in the case in which a specific contract has been signed between the Parties which governs the terms and conditions of supply of specific Goods and/or Services to the Company differently; in this case, the provisions of the specific contract will apply, limited to the matters governed by it. The General Conditions will prevail over any general or particular conditions of sale of the Supplier.

2.2. If the Purchase Orders have as their object only the purchase of Goods, the provisions of these General Conditions relating to the Services will not apply and, vice versa, if the Purchase Orders have as their object only the performance of Services, the provisions relating specifically only to the purchase of Goods will not apply.

### 3. Issuing of Purchase Orders

3.1. Purchase Orders must be issued in writing and must contain the indication of at least the following elements:

- order number, Supplier's code;
- Goods and/or Services that are the object of the relative Purchase Order;
- quantity, characteristics, and terms of delivery, and transport of the Goods and/or Services;
- prices, billing conditions, payment methods and terms;

Therefore, the General Conditions are part of the Purchase Order to all intents and purposes; any special purchase conditions agreed upon between the Parties notwithstanding these General Conditions must be explicit and expressly indicated in the Purchase Order itself.

3.2. The Purchase Orders will become binding for the Parties once they have been accepted by the Supplier via written communication within the acceptance term indicated by the Company in the Purchase Order or, failing that, within 5 calendar days from receipt of the Purchase Order.

The Purchase Orders will be considered accepted and will become binding for the parties even if the Supplier does not send the Company an express written communication of refusal within the acceptance term indicated by the Company in the Purchase Order or, failing that, within 5 calendar days from when it was sent. The Company reserves the right to cancel the Purchase Orders until the Supplier accepts them in writing, and to refuse acceptance of Purchase Orders received after the acceptance deadline indicated above. It is understood that if the Supplier accepts the Company's Purchase Order expressly either via the delivery of the Goods and/or via the start of the supply of the Services, the Agreement is understood to be finalized between the Parties.

3.3. If a Purchase Order is issued following the submission of a contractual proposal by the Supplier, it will immediately become binding for the Parties the moment the Purchase Order is sent to the Supplier without the need for further approval from the latter, provided that this Purchase Order expressly refers to this proposal.

3.4. For the purposes of these General Conditions, communications exchanged between the Parties by letter, email, or any other form of written commercial correspondence will be considered to have been made in writing.

3.5. The sale of the Goods or the supply of the Services will be governed by the provisions contained in the General Conditions, in the Technical Specifications, in the Purchase Orders, and in any documents referred to in the Purchase Orders, including the contractual proposals. In case of conflict or discrepancy among the contractual proposals and the Purchase Orders or the General Conditions, the content of the General Conditions and the Purchase Orders will prevail.

3.6. The General Conditions do not imply any commitment on the part of the Company to issue a minimum or predetermined number of Purchase Orders. The Supplier will supply the Goods and/or provide the Services acting as an independent operator and not as a commercial collaborator of the Company; nothing in the Agreement is intended to create a partnership, joint venture or employment relationship between the Parties. The Supplier will execute the Agreement in total managerial and organizational autonomy. Under no circumstances will the General Conditions or the Purchase Orders give rise to relationships of joint venture or company, nor will they attribute to the Supplier any power of representation in the name of the Company.

3.7. The Company will have the right to withdraw from the Agreement at any time, also notwithstanding art. 1373, subsection 1, of the Italian Civil Code, if, at its sole discretion, it deems that:

- a) the technical suitability of the Supplier to regularly supply the Goods or Services has ceased to exist;
- b) the Supplier is in a state of economic difficulty such as to endanger the regular execution of the supply of Goods or Services and in particular when:
  - i) legal actions have been initiated against the Supplier for the recovery of credits or executive procedures;
  - ii) the Supplier is in a state of insolvency or has been admitted to any insolvency procedure, liquidation, or agreement with creditors or is declared bankrupt or subject to insolvency procedure;
  - iii) the Supplier ceases or threatens to cease the ordinary course of its business;
  - iv) the Supplier fails to provide, upon request by the Company, adequate guarantees regarding the execution of the Agreement.

3.8. The Supplier is expressly prohibited from entrusting the supply of the Goods and/or Services covered by the Agreement to third parties in whole or in part, without prejudice to the prior written authorization of the Company pursuant to art. 1656 of the Civil Code. The Supplier, in any case of recourse to subcontractors, will remain jointly and severally responsible with the latter towards the Company for the correct execution of the activities entrusted to them and for the observance, by the aforementioned subcontractors, of the obligations set out in the Agreement on the part of the Supplier. It is also understood that the use of subcontractors cannot, under any circumstances, lead to any increase in the payment referred to in the Agreement or any economic burden or cost of any kind for the Company. In particular, the Supplier must ensure that the subcontractors comply with the provisions of the Agreement, referring to its contents within the contractual agreements that will exist with them, with particular reference to those relating to:

- (i) the Technical Specifications,
- (ii) the security, confidentiality, and continuity of the supply of the Goods and/or Services
- (iii) insurance coverage,
- (iv) the provisions relating to the personnel employed.

It is expressly understood that the Supplier will indemnify and keep the Company unharmed from any sort of burden, expense, loss, damage or detrimental consequence that it may suffer in relation to the violation by the subcontractors of any obligation set out in the Agreement.

#### 4. Methods of delivery and execution

4.1. For the purposes of ascertaining compliance with the delivery terms and the transfer of risk for damage or total or partial loss of the Goods from the Supplier to the Company, deliveries must be made in compliance with the conditions set forth in the "Incoterms" regulations in force specified in the Purchase Orders. The transportation of the Goods must be carried out with every precaution to protect them from any damage.

4.2. The Supplier must punctually and thoroughly comply with the terms and conditions of delivery of the Goods and provision of the Services indicated in the Purchase Orders (to be considered essential in the interest of the Company). The Company reserves the right to refuse any Goods or Services received before the term agreed upon and to charge the Supplier for any storage costs and financial charges incurred relating to the anticipated delivery period.

4.3. The Supplier must make sure that the quantity of Goods delivered corresponds to that indicated in the Purchase Orders. The Company may request that the Supplier collect the quantities exceeding those ordered, with the right to send them back directly at the Supplier's expense and risk and to charge the latter the financial charges resulting from any payment already made and the storage costs if the Supplier fails to do so promptly.

4.4. In the event of a delay in the delivery of the Goods or in the execution of the Services or in the event of incomplete delivery or execution, the Company shall have the right to:

- (i) set a further deadline for the Supplier to deliver the Goods or carry out the Services, or
- (ii) notify the Supplier of the termination of the relevant Contract for non-fulfillment and request the return of any amount already paid by the Company.

4.5. Any setting of a further deadline to deliver the Goods or carry out the Services pursuant to Art. 4.4 (i) does not preclude the Company from the right to make use of the additional remedies referred to in Articles 4.4 (ii).

4.6. In addition to the remedies referred to in Art. 4.4, in any case of delayed, failed, incomplete or non-compliant delivery of the Goods or execution of the Services, the Company may exercise the following rights:

- (i) suspend payments due the Supplier concerning the delivery of the Goods or Services indicated in the Purchase Order or in the Agreement without prejudice to greater damages;
- (ii) request compensation for any further damage caused directly or indirectly by the delayed, failed, incomplete or non-compliant delivery of the Goods or performance of the Services, including, by way of example but not limited to, damages from lack of production, loss of profit and any additional costs incurred by the Company in purchasing the Goods or Services from other suppliers as a result of the Supplier's default.

4.7. The remedies foreseen in this article 4 are additional and not in substitution of other remedies foreseen by the applicable law in favor of the Company.

4.8. The verification of the functioning, testing, or payment of the Goods by the Company do not imply, in themselves, acceptance of them and will not release the Supplier from the obligations, declarations, or guarantees assumed.

4.9. The Company reserves the right, at any time, to carry out checks on the Goods and/or on their production process. If the inspection or control is carried out on the Supplier's premises, the Supplier shall provide the necessary equipment and provide assistance to ensure the safety and comfort of the Company's inspection personnel, to a reasonable extent and as agreed upon in good faith between the Parties.

4.10. The Supplier accepts and promises:

- a) to comply with all national and international regulations regarding the control of the exports; and b) not to export or re-export, directly or indirectly, any information, goods, software and/or technology to countries for which the European Union, the United States of America or other countries, at the time of export or re-export, require an export license or other government approval without first obtaining that license or approval.

4.11. The Supplier undertakes to indemnify and keep the Company undamaged by any claim, liability, penalty, fine, cost, or expense (including legal fees) incurred by the Company in relation to the Supplier's non-compliance with applicable laws and regulations. The Supplier undertakes to promptly notify the Company of the receipt of any notifications of violations of laws, regulations, and/or export regulations that may have an effect on the Company.

4.12. At least once a year, and in any case at each request by the Company, the Supplier must provide the Company with the declaration of origin of the Goods, capable of satisfying the requirements established (a) by the customs authorities of the receiving country, and (b) by any rules and/or regulations applicable to exports. In particular, the declaration must indicate (i) in which country the Goods, or part of them, were produced or originated and (ii) the relative classification code.

4.13. For all Goods for which regional or free trade agreements, preferential order regulations, or other similar regulatory instruments are applicable, the Supplier will be responsible for delivering the Goods with documents suitable to certifying the preferential origin (by way of example, declarations of the Supplier, certificates of preferential origin, invoices, other required documents).

4.14. The Supplier will indicate the country of origin on all Goods (or on the packaging if there is not enough space on the Goods, according to the methods identified in good faith between the Parties). In affixing these indications on the Goods, the Supplier must comply with the requirements of the customs authorities of the receiving Country. If the Goods are imported, the Supplier will make sure that the Company, where possible, is the importer. If the Company is not the registered importer and the Supplier obtains the refund of the customs duties, the latter, upon request of the Company, will provide the latter with the documents required by the customs authorities of the receiving country, to prove the import and transfer the right to the return of customs duties to the Company.

## 5. Prices and Payments

5.1. The prices of the Goods and/or Services will be indicated in the Purchase Orders or established in separate written agreements between the Parties. The prices indicated in the Purchase Orders will be set and not subject to revisions or adjustments. Likewise, once agreed upon for a certain period, the prices will be fixed and not subject to revisions or adjustments for the agreed period of time.

5.2. The established price is all-inclusive and net of VAT or other applicable tax charges. Additional costs and expenses will therefore be acknowledged to the Supplier only if previously authorized by the Company in writing and following the presentation of documentary evidence. It is understood that the reimbursement for any licenses is included in the purchase price of the Goods and/or Services as specified in point 7.1 of these General Conditions.

5.3. Unless otherwise agreed upon, the prices include the packaging necessary to guarantee the integrity of the Goods. Unless otherwise stipulated in the Purchase Orders, the ownership of the Goods will pass to the Company at the same time as the transfer of risks, as defined in the applicable Incoterm.

5.4. Terms and methods of payment will be indicated in the Purchase Orders or established in separate written agreements between the Parties. Payment will in any case be conditional on delivery to the Company of the Goods and/or the original copy of the bill of lading (where applicable).

## 6. Guarantee of the quality of the Goods

6.1. The Supplier guarantees that the Goods will:

- a. comply with the applicable legislation and with the best safety and environmental protection standards;
- b. comply with the provisions of the General Conditions, Purchase Orders, and Technical Specifications;
- c. be free from defects in design, manufacturing or conservation;
- d. be compatible with any parts that may be assembled on or fixed to the Goods according to the Technical Specifications or other information provided by the Company;
- e. be suitable for the use to which they are usually intended or for the different uses desired by the Company and which the Company should have brought to the attention of the Supplier;
- f. comply with the characteristics and quality of the specimens presented by the Supplier as samples or models. In the event that Goods fall within the scope of application of Regulations no. 1907/2006/CE and subsequent amendments (REACH) and no. 1272/2008/EC and subsequent amendments (CLP), the Supplier also guarantees that:
  - i) The Goods are supplied in full compliance with the registration requirements set forth in the REACH regulations;
  - ii) the Goods are classified, labeled, and packaged in accordance with the CLP regulation; c) where necessary, the Goods are provided with a safety data sheet (SDS) in accordance with Annex II of Regulation no. 453/2010/EC drawn up in Italian;
  - iii) the permitted uses of the Goods are indicated (art. 37 REACH) e) the SDS is promptly re-transmitted on the occasion of any modification to it and/or update of it;
  - iv) in the case of a first supply, the SDS is sent prior to the delivery of the Goods;
  - v) in the case of a dangerous substance, the SDS, as an integral element, is accompanied by the exposure scenario in Italian (art. 37 REACH);
  - vi) the Goods do not contain substances included in the SVHC candidate list of REACH; that is in the event that their concentration exceeds 0.1% by weight, they comply with the obligation to provide information (Article 33 of REACH); i) if the Goods contain one or more substances falling within those of Annex XVII of REACH (substances subject to restrictions), the restrictions on use indicated therein are provided in Italian (Article 67 of REACH).

6.2. In the event of a defect or non-compliance of the Goods with the guarantees foreseen in the previous paragraphs, the Company will be entitled, at its own discretion, to avail itself of the following remedies:

- a) request the elimination of the defects or of the noncompliance or the replacement of the non-compliant Goods or of the entire lot to which they belong at the expense of the Supplier within a deadline established by the Company;
- b) request a reasonable reduction in the price of the non-compliant Goods or the lot in which the non-compliant Goods were found;
- c) communicate the termination of the Contract for non-fulfillment relating to non-compliant Goods or to the Goods in whose lot the non-compliant Goods were found, refuse payment of the purchase price and request the return of any amounts already paid by the Company in relation to the defective or non-compliant Goods.

6.3. The circumstance that the Company has requested the elimination of the non-compliance pursuant to art. 6.2(a) does not preclude its exercising the rights foreseen by articles 6.2(b) and 6.2(c) if the Supplier fails to eliminate the defects or replace the defective Goods within the term set by the Company.

6.4. In any case, in addition to the remedies foreseen in the previous articles, in the event of non-compliance of the Goods with the guarantees foreseen in art. 6.1, the Company will have the right to:

- a) suspend payments due to the Supplier relative to the non-compliant Goods or to the lot in which the non-compliant Goods have been found;
- b) demand compensation for any direct and indirect damage deriving from the defect or non-compliance of the Goods.

6.5. The guarantees and remedies expressly foreseen in this article 6 must be understood as additional and not substitutes for the other remedies and guarantees foreseen by the law in the event of defects or non-compliance of the Goods. Notwithstanding the provisions of art. 1512 of the Italian Civil Code, the deadline for the complaint of defects or non-compliance of the Goods is 60 (sixty) calendar days from their discovery.

## 7. Intellectual property and administrative authorizations

7.1. The supplier declares and guarantees that:

- a) the Goods, their components and accessories and the Results do not constitute an infringement of patents, trademarks, models, copyrights or other intellectual and industrial property rights of third parties;
- b) They are fully entitled to transfer to the Company the full right to use, incorporate and commercialize the Goods and to use and reproduce the Results. It is understood that the fees for any licenses are included in the purchase price of the Goods and/or Services.

7.2. In the event a request from a third party or an investigation or decision by the judicial or administrative authority affirms, ascertains, or implies the non-existence of the requirements pursuant to art. 7.1, even on a provisional or precautionary basis, or has as its object or effect the impossibility of using the Results or marketing the Goods or any products in which the Goods or Results are incorporated, in addition to the remedies foreseen in art. 8, the Company will have the right to terminate the Agreement or Agreements relating to the Goods and/or Results to which the violation is attributable pursuant to Art. 1456 of the Italian Civil Code.

7.3. The Supplier assigns exclusively to the Company all intellectual property rights on the Results, whether they can/cannot be protected by patent, copyright, or other forms of property rights, without geographical or time limits. The fee agreed upon to carry out the Services is understood to include the cost of transferring intellectual property rights on the Results.

7.4. The Supplier recognizes and acknowledges the fact that neither the Agreement nor these General Conditions imply in any way a transfer or concession in license of the Company's intellectual property rights to the Supplier.

## 8. Compensation and Indemnification

8.1. The Supplier undertakes to indemnify and hold the Company unharmed from any direct or indirect damage, cost, expense, or liability, including those deriving from requests or claims by third parties, which are a direct or indirect consequence of:

- a) breach of the guarantees set out in articles 6.1 and 7.1;
- b) breach of the Supplier's obligations pursuant to article 9;
- c) need to defend against claims by third parties which, if deemed founded, would lead to the existence of a breach of the Supplier's guarantees and obligations set out in articles 6.1, 7.1 or 9;
- d) any other breach of the Agreement, the Technical Specifications, and the General Conditions.

8.2. In particular and by way of example, the Supplier will indemnify and hold the Company unharmed by any product liability that may arise relative to the Company as a result of defects in the Goods.

## 9. Obligations of the Supplier

9.1. In carrying out the Services and manufacturing the Goods, the Supplier will comply with the following obligations:

- a) He/she will regularly pay his/her personnel and will scrupulously apply the employment contracts and the applicable collective contracts, as well as punctually fulfilling his/her social security and welfare obligations in accordance with all provisions of the law in force;
- b) He/she will scrupulously apply the legislation regarding occupational safety, health, and the environment;
- c) He/she will provide the Company upon acceptance of each Purchase Order, if the provision of Services or the supply of Goods so requires and subsequently on a quarterly basis, the certification proving the payment of social security contributions to employees and/or collaborators (DURC - Tax and wage compliance certificate), as well as the documents proving registration with INAIL (National institute for insurance against injuries at work) and the related premium payments;
- d) He/she will ensure that his/her employees and/or collaborators are trained and scrupulously comply with the legislation on safety at work, in particular Legislative Decree 81/08, and will take care to provide his/her employees and collaborators with all PPE (Personal Protective Equipment) required to carry out the activity safely; e) he/she will regularly pay withholding taxes on employment income relating to personnel used to carry out the Services, as well as VAT and all direct and indirect taxes connected to the Services;
- e) he/she will comply with the provisions of Article 3.8 regarding the prohibition of subcontracting and ceding of the Agreement and related credits.

9.2. As a condition for the payment of the considerations due to the Supplier, he/she will be required, upon request by the Company, to provide documentary evidence of the fulfillment of the obligations pursuant to art. 9.1

## 10. Termination for nonfulfillment

10.1. Without prejudice to what is foreseen elsewhere in these General Conditions, the Company may at any time communicate the termination of the Agreement pursuant to art. 1456 of the Civil Code by written communication to the Supplier and with effect from the date that the Company will indicate in the communication itself if the Supplier:

- a) is in breach of the obligations of non-transferability of the Agreement and of the credits deriving from it referred to in Article 3.8;
- b) is in breach of the obligations referred to in Article 4 (Methods of delivery and execution);
- c) is in breach of the obligations referred to in Article 6 (Guarantee of the quality of the Goods);
- d) is in breach of the obligations referred to in article 7 (Intellectual Property and administrative authorizations);
- e) is in breach of the obligations referred to in Article 9.1;
- f) is in breach of the confidentiality obligation referred to in art. 11.3;
- g) becomes a shareholder of, partner of, or is subject to any form of control, even indirectly, by a competitor of the Company;
- h) implements behavior that is seriously harmful to the reputation and goodwill of the Company or its products.

10.2. The Company will not be liable to the Supplier in any way due to such termination.

10.3. The termination of the contractual relationship will only be effective for supplies of Goods and/or Services not yet supplied or carried out on the date of termination.

## 11. Confidentiality

11.1. The Supplier acknowledges and recognizes that the Company owns the Confidential Information and is the owner of all related intellectual property rights.

11.2. The Supplier is required to:

- a) keep the Confidential Information secret and not disclose it to any third party;
- b) implement all measures and precautions reasonably necessary and appropriate to prevent the disclosure and unauthorized use of the Confidential Information;
- c) at the end of the supply, or even earlier upon request by the Company, immediately return all documents containing the Confidential Information and destroy any hard copy or any other medium;
- d) use the Confidential Information only as necessary for the execution of the Agreement;
- e) not reproduce or copy the Confidential information except within the limits expressly authorized by the Company;
- f) not patent or register as a trademark, design or model any information or data contained in the Confidential Information;
- g) limit the dissemination of Confidential Information within its organization only to employees whose duties justify the need to know this Confidential Information;
- h) inform employees within its organization who become aware of the Confidential Information regarding the secrecy commitments related to it;
- i) not develop for third parties and/or supply to third parties, in any capacity, directly or indirectly, products made using the Confidential Information;
- j) impose and guarantee compliance with the obligations deriving from this article on any third party to whom the Supplier must transmit the Confidential Information in the context of the execution of the Agreement, without prejudice to the fact that the Supplier will be liable towards the Company for any violation, committed by said third parties, of the obligations referred to in this article regarding the Confidential Information.

11.3. Neither these General Conditions nor the disclosure of Confidential Information envisaged herein will be interpreted as a source for the Supplier of rights to grant licenses on patents, patent applications or any other industrial property right regarding information and data included in the Confidential Information.

## 12. Insurance

12.1. Without prejudice to the Supplier's liability towards the Company, the Supplier undertakes to sign and maintain in force for the duration of the business relations between the Parties an adequate insurance policy to cover the civil liability deriving from the supply of the Goods and/or Services, with a maximum coverage proportionate to the value of the same.



13.2. Upon the request of the Company, the Supplier will make a copy of the insurance policy and the payment certificate of the related premium available pursuant to art. 12.1.

### 13. Force majeure

13.1. Neither Party will be liable to the other Party for any delay or omission in the execution of any obligation according to the General Conditions and/or the Agreement, where this delay or omission is due to Force Majeure Event. Should such an Event occur, the affected Party undertakes to:

- a) promptly inform the other Party of the occurrence of this Force Majeure Event;
- b) make all reasonable efforts to minimize any adverse effects of the Force Majeure Event and to resume the performance of his obligations according to the Agreement. Each Party will have the right to declare the Agreement terminated if the Force Majeure Event lasts for more than 30 (thirty) working days (to be understood as any day other than Saturday, Sunday or public holidays in Italy). It is therefore understood that the possibility for a Party to declare the Agreement terminated pursuant to this article will operate only where any delays or omissions by the other Party in the execution of any obligation pursuant to the Agreement last for more than 30 (thirty) working days. In the event of such termination, neither Party will have the right to claim any compensation from the other party.

13.2. In no event shall delays or non-fulfillments of the Supplier's subcontractors be considered outside the Supplier's control pursuant to the preceding paragraph.

### 14. Processing of personal data

The Parties mutually acknowledge that, for the purposes of signing and administrative-accounting management of the Agreement, each Party may communicate to the other Party personal data as defined by the applicable legislation on the protection of personal data. Each Party undertakes to process Personal Data in compliance with Regulation (EU) no. 2016/679 and Legislative Decree 196/2003, modified by Legislative Decree 101/2018.

### 15. Duration of the General Conditions

These General Conditions remain in force until their revocation and/or modification communicated in writing by the Company to the Supplier, and in any case until the complete fulfillment of the obligations in progress.

### 16. General Provisions

16.1. No modification, integration and/or derogation from the General Conditions and/or the Agreement and its attachments will be productive of effects and binding on the Parties, unless resulting from a written agreement.

16.2. Any invalidity and/or ineffectiveness of one or more clauses contained in the General Conditions and/or in the Agreement will not determine their invalidity as a whole, which will remain valid for the parts that are still effective. The Parties hereby agree to seek an agreement in good faith to replace the invalid or ineffective agreements with valid ones, the contents of which allow the purposes of the invalid and/or ineffective agreements to be achieved to the greatest possible extent.

16.3. No waiver of terms, provisions or conditions of the General Conditions and/or of the Agreement, whether for conclusive facts or otherwise, in one or more cases, shall be considered or interpreted as a definitive waiver of this term, provision or condition of the same General Conditions and/or the Agreement.

### 17. Governing Law and Resolution of Disputes

17.1. For anything not expressly foreseen herein, the General Conditions, the Purchase Orders and the Agreement are governed by the laws of the country where the registered office of the Company is established

17.2. All disputes concerning the General Conditions, the Purchase Orders, and the Agreement, including those relating to their validity, effectiveness, interpretation, execution, and resolution, must first be subjected to an attempt at conciliation. If the attempt at conciliation fails, the dispute will be devolved exclusively to the jurisdiction of the Court of the place where the registered office of the Company is established.