

## ROBERT BOSCH S.p.A. SOCIETA' UNIPERSONALE Terms and Conditions of Purchase

Applicable to business transactions with companies, legal entities under public law and special funds under public law in order to regulate our purchasing processes within the framework of our worldwide business operations. These Terms and Conditions shall govern business transactions drawn up by Robert Bosch S.p.A. or other Italian companies of the Bosch Group (Robert Bosch S.p.A. or other Italian companies of the Bosch Group (herein below "we" or "BOSCH").

### 1. General

Our Terms and Conditions of Purchase apply exclusively; general business terms and conditions of the supplier conflicting with or deviating from our Terms and Conditions of Purchase are only recognized insofar as we expressly agreed to them in writing. Acceptance or payment of goods and services from the supplier (hereinafter referred to as Products) does not constitute agreement even if the acceptance or payment is made with knowledge of conflicting or supplementary terms and conditions of contract of the supplier. Similarly, any terms and conditions of contract of the supplier previously agreed upon that conflict with or supplement these Terms and Conditions of Purchase shall no longer be recognized.

### 2. Conclusion of and Modifications to the Contract

- 2.1 Orders, contracts and order releases as well as modification and supplements thereto must be placed and made in writing.
- 2.2 Oral agreements of any kind – including subsequent modifications and supplements to our Terms and Conditions of Purchase – must be confirmed by us in writing to become effective.
- 2.3 The written form requirement is also deemed complied with if communications are sent by telefax, remote data transmission or E-mail.
- 2.4 Cost estimates are binding and are not to be compensated unless otherwise expressly agreed.
- 2.5 We are entitled to cancel the order if the supplier does not accept the order within two weeks of receipt thereof.
- 2.6 Order releases within the framework of order and order release planning become binding if the supplier does not object within two working days of receipt thereof.
- 2.7 The Packaging Specifications and the Logistics Manual of Robert Bosch GmbH shall apply (can be viewed under <https://www.bosch.com/company/supply-chain/information-for-business-partners/#logistics-regulations-and-standards%2F>)

### 3. Delivery

- 3.1 Agreed periods and dates are binding. Punctual compliance with the delivery periods and delivery dates is determined by the date of receipt of the goods by us. Unless delivery "free at factory gate" is agreed (DAP or DDP Incoterms 2010), the supplier shall make the goods available in good time, taking account of the time for loading and shipment to be agreed with the forwarder.
- 3.2 If the supplier is responsible for set-up or installation, unless otherwise agreed the supplier shall bear all the necessary expenses such as travel expenses, provision of tools and daily allowances.
- 3.3 The provisions of statute shall apply if agreed dates are not met. If the supplier anticipates difficulties with respect to production, the supply of precursor material, compliance with the delivery period or similar circumstances that could interfere with supplier's ability to deliver punctually or to deliver the agreed quality, the supplier must immediately notify our ordering department.
- 3.4 The unconditional acceptance of a delayed delivery or service does not constitute a waiver of claims to which we are entitled due to the delayed delivery or service; this applies pending full payment of the amounts owed by us for the delivery or service in question.
- 3.5 Partial deliveries are inadmissible in principle unless we expressly agreed to them or can reasonably be expected to accept them.
- 3.6 The values established by us during the incoming goods inspection shall determine the quantities, weights and measurements subject to the reservation of different values being proved.
- 3.7 Unless otherwise stipulated in the supplementary Terms and Conditions of Purchase for Software we shall together with delivery receive simple rights of use, unrestricted in terms of time and territory, to use software belonging to the scope of delivery. Our permissible use encompasses, in particular, duplication, loading and running the software.
- 3.8 It also encompasses sublicensing, renting and every other form of passing the software on to companies affiliated to us with the meaning of art. 2359 of the Italian civil code, as well as to our subcontractors in charge of manufacturing our products and in this context require a right

to use the software. The permissible use also encompasses the transmission of the software as part of a hardware product for customers and the granting of usage rights hereto, insofar as this is necessary for the use of the hardware.

- 3.9 We also have the right to use provided software, including the software documentation, with the agreed performance characteristics and to the extent necessary for the use of the product in accordance with the agreement. We also have the right to make a reasonable number of backup copies without specific authorization of the supplier.
- 3.10 The supplementary Terms and Conditions of Purchase for Software of Robert Bosch GmbH, as well as the supplementary Terms and Conditions for Products related to Open Source Software apply to software (both can be viewed under <https://www.bosch.com/company/supply-chain/information-for-business-partners/#purchasing-terms-and-conditions>). Executing these Conditions of Purchase the supplier accepts the content of such supplementary Terms and Conditions of Purchase for Software of Robert Bosch GmbH and supplementary Terms and Conditions for Products related to Open Source Software, the content of which he declares to fully know and understand.
- 3.11 In any case, at the time of the supply, the supplier shall deliver all documentation needed and suited to its regular use to us (for example instructions and operations manuals, installation and assembly ones and guarantee certificates).
- 3.12 The supplier shall supply the services through its company. The supplier shall only sub-contract the supply of services to third parties with prior written consent from us and anyway, in the latter hypothesis, the supplier shall be personally liable towards us for all sub-contractor activities as if they had been done by the supplier itself. In case of sub-contract, the supplier, pursuant to art. 1381 of the Italian civil code, shall incorporate these Terms and Conditions in the agreements with the sub-contractors.
- 3.13 Service standards requested by us, configurations and purposes specified by it shall not relieve the supplier from its obligation to supply solutions that are technically free of defects and economic. The supplier shall promptly inform us if the above service standards, configurations or purposes conflict with said solution, or if modifications or improvements to the service or for its purpose are required or appropriate for other reasons. Additional services or modifications carried out without prior written permission from us shall not be claimed by the supplier.
- 3.14 We shall be promptly informed in case of third party industrial patent or intellectual rights are needed to fulfil the order, even in case of risk. In addition we shall be promptly informed in case of third party claim, received by the supplier, re: intellectual property rights or trademarks, or claims from other buyers re: characteristics of the goods or brands of goods.
- 3.15 Services carried out by the supplier shall comply with the agreement and service purposes; the same provision shall apply to specific documentation. The supplier shall comply with the general state of the science and art, regulatory standards applicable, consumer association directives, safety procedures and relative measures, including BOSCH safety standards. When carrying out engineering orders, the service shall aim for easy maintenance and/or inspection works.
- 3.16 When fulfilling the order, the supplier shall respect our interests, adopting and taking all measures at its discretion (for example, choice of materials, accessories or spare parts) based only on objective examination. When possible, the supplier shall use products of the Bosch range trademarks or belonging to the Bosch Group even in case of an engineering order.
- 3.17 Unless otherwise foreseen in the agreement, drawings, descriptions, calculations and anything carried out by the supplier or third parties said activity has been sub-contracted to shall become our property when they are made and no sum shall be paid by the latter. Thus the Parties hereby agree that the Supplier and any third parties shall have no rights over said works which shall thus become our property, and, furthermore, the latter shall not pay anything for them to the supplier; the fee for their creation shall be considered included in the amount agreed on for the supplier and third parties when they were made. The originals of all the above documents shall be delivered to us as soon as they are made and completed. Documents made available by us shall be kept carefully in a safe place. Said documents and others like models, drawings, drafts etc. created or procured to fulfil the order shall remain our property and shall be returned at latest when the order has been completed. BOSCH reserves all rights on documents made available, even when an invention patent has been granted or a use model been registered. Any right for the supplier to keep them is hereby excluded.
- 3.18 If informed of the service purpose, the supplier shall guarantee conformity of said services with the purpose declared. Any inspection or approval of service or parts of the service shall not influence the supplier in fulfilling services and guaranteeing them. Acceptance shall follow approval of the complete service, not any use or payment of them.

3.19 BOSCH shall have the right to use and exploit, at its discretion, free of any right or claim by third parties, all results from fulfilling the services, including inventions and use and exploitation rights in compliance with the Copyright Law, from the moment they are conceived and created, with no fee due to the supplier.

3.20 Any inventions made by the supplier regarding this assignment, whether patentable or not, shall belong exclusively to us with no fee due to the supplier. The latter shall adopt suitable measures for said inventions to be transferred to us immediately, unless otherwise foreseen in the agreement.

#### 4. Force Majeure

4.1 Acts of God, operational disturbances without fault, unrest, pandemic, governmental measures and other unavoidable events discharge us from our obligation to take punctual delivery for the duration of such event. During such events and for a two week period thereafter we are entitled – notwithstanding our other rights – to withdraw from the contract in whole or in part, provided that such events are not of inconsiderable duration and our requirements are considerably reduced as the goods have to be procured elsewhere as a result thereof.

4.2 The provisions of paragraph 4.1 above also apply in the case of labor disputes.

#### 5. Advice of Dispatch and Invoice

The details in our orders and order releases shall apply. An invoice showing the invoice number and other allocation references is to be sent in one copy to the respective printed mailing address; the invoice must not be enclosed with the shipments.

#### 6. Pricing and Passing of Risk

Unless otherwise agreed, the prices are „Delivered at Place“ (DAP® Incoterms 2010) including packaging. Value added tax (VAT) is not included. The supplier bears all risks of loss or of damage to the goods until the goods are received by us or by our representative at the location to which the goods are to be delivered in accordance with the contract.

#### 7. Payment Terms

Unless otherwise agreed, the invoice shall be paid within 30 days with effect from the due date of payment and receipt of both the invoice and the goods or performance of the service. Payment is subject to invoice verification.

#### 8. Notification of Defects

8.1. An examination of the goods is conducted by us at incoming goods only to establish whether there is any obvious damage, in particular transport damage and discrepancies in terms of the identity or quantity of the delivery, except as otherwise agreed with the supplier in a Quality Assurance Agreement.

8.2 We will give notice of any defects found without undue delay after their discovery.

8.3 To this extent, the supplier waives the objection to delayed notification of defects.

8.4 The Products supplied by the supplier and/or third parties shall be guaranteed for operating flaws and defects and shall be thus covered by a defect guarantee foreseen by art. 1490 of the Italian civil code and by all the guarantees, none excluded, foreseen by Italian law related to supply, contract and service supply specifications. For this purpose, the Parties shall agree that, pursuant to the first paragraph of art. 1495 of the Italian civil code, the term by which we shall report defects to the supplier is forty-five working days from their discovery, unless Italian law foresees a longer term; in any case, the supplier shall definitely waive to raise objections regarding any delay by us in reporting defects.

#### 9. Claims Based on Defects

9.1 In principle, BOSCH shall have the right to select the type of supplementary performance. The Supplier shall be entitled to refuse the type of supplementary performance selected by BOSCH in case it is possible at disproportionate expense.

9.2 In the event that the Supplier does not commence rectifying the defect immediately after a request by BOSCH, in urgent cases, especially to ward off acute danger or prevent greater damage, BOSCH shall be entitled to undertake such rectification or have it undertaken by a third party at the expense of the Supplier.

9.3 The Supplier shall undertake to keep BOSCH safeguarded and protected against any third party request or claim regarding the supply.

9.4 The Parties shall agree that, notwithstanding the third paragraph of art. 1495 of the Italian civil code, the expiry date for compensation requests regarding defects shall be 3 years, except for cases of wrong declaration for fraudulent purposes, with exclusion of the case where the product is used in a building observing customs and laws in force and causes or has

caused its defectiveness. Said terms shall become effective from product delivery date (passing risk). Where needed, the Parties shall agree that the provisions in art 1497 of the Italian civil code should apply to these Terms and Conditions.

9.5 If the Supplier fulfills the additional service requirement supplying a replacement product, starting and expiry terms for the goods delivered in replacement shall be newly calculated from delivery date, unless – during the additional service – the Supplier explicitly and suitably reserves that said replacement delivery was only done in good faith, to avoid controversy or in the interest of an ongoing supply relationship.

9.6 In case BOSCH incurs in costs for the supply of defective Products, they shall be at the Supplier's expense, specifically transport, delivery, working, labour, assembly, disassembly, material or costs for inspection and control.

9.7 The Parties agree that in case BOSCH contests the supply for any reason, it shall be entitled to suspend relative payment until it has been ascertained legally through a final sentence; for this reason the Supplier shall not be entitled to act to recover said credit and no interest of any kind, not even legal and what is foreseen by Legislative Decree 231/2002 shall be applied to the sums not paid by BOSCH.

9.8 BOSCH shall be entitled to compensate the sums requested by the Supplier against damages with those owed for the supply and even in case BOSCH credit is not certain, available and collectable.

9.9 In case the supply has already been paid, these shall not in any way prejudice BOSCH right to contest it and to repeat payment and claim for compensation for all damage suffered, none excluded, from the supplier. The supplier shall be liable for any faults of its sub-suppliers as it is for its own fault.

9.10 Insofar as automotive manufacturers as our customers use a reference market procedure or a similar, in the automotive industry common procedure, for determining and settling warranty claims against us due to defective BOSCH products, this procedure shall also apply to the relationship between the supplier and us if the defect is attributable to the supplier's products.

#### 10. Product Liability and Recall

10.1 In the event a product liability claim is asserted against us, the supplier is obliged to hold us harmless from such claims if and to the extent the damage was caused by a defect in the Product supplied by the supplier. In cases of liability based on fault, this only applies, however, if the supplier is at fault. Insofar as the cause of the damage falls within the area of responsibility of the supplier, the supplier must prove that it is not at fault.

10.2 In the cases of paragraph 10.1 above, the supplier assumes all costs and expenses, including the costs of any legal action, except the costs are in total not necessary and adequate.

10.3 Otherwise, the statutory provisions shall apply.

10.4 Prior to any recall action which is partially or wholly due to a defect in a Product supplied by the supplier, we shall notify the supplier, give the supplier the opportunity to collaborate and we shall discuss with the supplier the efficient conduct of the recall action, unless no notification or collaboration by the supplier is possible on account of the particular urgency. The costs of the recall action shall be borne by the supplier insofar as a recall action is due to a defect in a Product supplied by the supplier, except it is not accountable for the defect.

#### 11. Rights of Withdrawal and Termination

11.1 In addition to the statutory rights of termination we have the right to withdraw from the contract if there is or threatens to be a fundamental deterioration to the financial circumstances of the supplier and as a result of this the performance of a supply obligation to us is in jeopardy.

11.2 We further have the right to withdraw from the contract if

- the supplier meets the criteria for insolvency or over-indebtedness
- the supplier stops making its payments
- the supplier has stopped supplying its customers
- over-indebtedness of the supplier becomes apparent
- the supplier does not fulfill the obligations set forth in article 3.13 and under sections from 15.1 to 15.5.
- if an application is filed by the supplier with respect to the assets or operation of the supplier for the opening of insolvency proceedings or of comparable debt settlement proceedings or
- if the opening of insolvency proceedings with respect to the assets of the supplier is rejected due to lack of funds.

11.3 In the event of a contract for performance of a recurring obligation, paragraphs 11.1 and 11.2 shall apply by analogy provided that the right of withdrawal shall be substituted by an extraordinary right to terminate the contract without notice.

11.4 If the supplier rendered part performance, we only have the right to cancel the whole contract if we have no interest in the part performance.

11.5 If we withdraw from or terminate the contract by virtue of the foregoing contractual rescission rights or respective termination rights, then the supplier must compensate us for the loss or damage incurred as a result,

unless the supplier was not responsible for the rights arising to withdraw from or terminate the contract.

11.6 Statutory rights and claims shall not be limited by the regulations included in this Section 11.

## 12. Conducting Work

12.1 Suppliers who carry out work on our factory premises in fulfillment of the agreement must observe the statutory law and regulations as well as the plant regulations. The supplier is obligated to name a person in charge for the fulfillment of the order who ensures the supervisory and control duty. The supplier's person in charge is obliged to check with the coordinator before carrying out the work in order to set up suitable safety precautions and to inform us and affected third parties about mutual threats. Suppliers are responsible for the instruction and safety of their employees and subcontractors as well as for securing hazards against third parties. The supplier may only use suitable and sufficiently qualified employees and safe working equipment within the plant's premises. Any accidents occurring on the plant's premises must be reported to us immediately.

12.2 Except as in article 1229 of the Italian civil code, BOSCH shall have no liability for any accidents occurring to said people in BOSCH plants/branches.

## 13. Provisions of Materials

Materials, parts, containers and special packaging supplied by us against payment or free of charge remain our property ("Provisions"), if payment is owed, until full payment has been made. These may only be used as designated. The Provisions are processed and assembled for us. It is agreed that we are co-owner of the products manufactured with our materials and parts in proportion to the value of the Provisions in relation to the value of the whole product; such products shall be kept safe for us by the supplier to this extent. We reserve the right to joint ownership of the products manufactured using our Provisions pending settlement in full of the claims accruing through the Provisions. The supplier has the right to on-sell the products manufactured using our Provisions to other Italian Companies of the Bosch Group in the normal course of business subject to BOSCH reservation of title (art. 1523 and the following articles of the Italian Civil Code) and the right of BOSCH to directly enforce its rights in connection with the Provisions.

The supplier assigns to us in full now already all of the claims and ancillary rights accruing to the supplier from such sale. The assigned claims serve as security for the claims accruing to us through the Provision. The supplier has the right to collect the assigned claims. We may revoke the supplier's rights pursuant to this paragraph 13 if the supplier fails to duly perform its obligations to us, is in default of payment, stops making its payments, or if the supplier applies for the opening of insolvency proceedings or of similar debt settlement proceedings with respect to its assets. We may also revoke the rights of the supplier under this paragraph 13 if the financial circumstances of the supplier should deteriorate fundamentally or threaten to do so or if the supplier meets the criteria for insolvency or over-indebtedness. If the value of the security existing for us should exceed the value of our claims by more than 10 % on aggregate, we shall release security at our discretion to this extent on re-quest by the supplier.

## 14. Documentation and Confidentiality

The supplier shall keep confidential with respect to third parties all business and technical information made available by us (including features which may be derived from objects, documents or software provided and any other knowledge or experience) as long and to the extent that it is not proven public knowledge, and it may only be made available to those persons in the supplier's business facility who necessarily need to be involved in the use thereof for the purpose of delivery to us and who are also committed to confidentiality; the information remains our exclusive property. Without our prior written consent, such information must not be duplicated or exploited commercially – except for deliveries to us. At our request, all information originating from us (if appropriate also including any copies or records made) and loaned items must be, without undue delay, returned to us in full or destroyed with proof.

We reserve all rights to such information (including copyright) and the right to file for industrial property rights such as patents, utility models, semiconductor protection, etc.). In the event this is provided to us by third parties, the reservation of rights also applies for the benefit of such third parties.

14.1 Products manufactured on the basis of documentation drafted by us such as drawings, models and the like, or based on our confidential information, or manufactured with our tools or with tools modeled on our tools, may neither be used by the supplier itself nor offered or supplied to third parties. This also applies analogously to our print orders.

14.2 Services provided to us by the supplier, or parts of them, shall not be

supplied to third parties in the same way for two years from the time they are carried out, unless the technology they are based on belongs to the general state of art and knowledge

14.3 Concerning technical and commercial information received by us to carry out the service, the confidentiality obligation shall also continue after the fulfillment and conclusion of the agreement, till and to the extent that said information does not become of public knowledge for reasons not related to the Supplier, or if we renounce to said confidentiality commitment in writing.

## 15. Export Control and Customs

15.1 The supplier is obliged to take appropriate supply chain security measures in accordance with its business model as defined by the WCO SAFE Framework of Standards and in particular to support us in taking necessary measures to maintain the authorization as Authorized Economic Operator (AEO). The supplier is obliged to provide appropriate evidence, e.g. through authorizations or declarations, e.g. security declarations, declarations within the scope of C-TPAT or similar programs. We or a third party instructed by us are entitled to examine the supplier's evidence at the supplier's premises, in accordance to this paragraph.

The supplier shall be obliged to inform us about any applicable (re-) export license requirements or restrictions for the Products under Italian, European or US export control law and customs regulations as well as the export control law and customs regulations of the country of origin of the Products in its business documents and to send the following information on Products subject to license requirements to ExportControl.CTX2@bosch.com in good time prior to the first delivery and immediately in case of changes (technical, legal changes or governmental determinations):

- Bosch material number,
- Name and description of the Product,
- All applicable export list numbers including the Export Control Classification Number pursuant to the U.S. Commerce Control List (ECCN)
- Country of origin of the Products under commercial policy
- HS Code of the products,
- A contact person in its organization to resolve any inquiries

15.2 The supplier shall inform us in writing without undue delay of any changes to the license requirements applying to the Products it supplied to us, as a result of technical changes, changes to the law or governmental determinations.

15.3 The supplier is obliged to inform us in a binding manner about the commercial origin or the respective required preferential origin. Therefore, it shall issue a long-term supplier's declaration for deliveries of goods within the European Union in accordance with the relevant valid EU implementing regulation within a period of 21 days after our demand. Further, the supplier ensures to enclose the respective required proof of origin for deliveries of goods from a free-trade agreement/preferential agreement country. The commercial origin shall be indicated on the respective commercial invoice and if required, a certificate of origin shall be issued. In case of initial consignment, the original data must be communicated in writing at the latest at the time of the first delivery. Changes of the origin of goods must be immediately notified to us in writing.

15.4 For delivery of goods across customs borders, the supplier is obliged to enclose all required documents to the delivery, such as commercial invoice, delivery note and information for a complete and correct import customs declaration. Regarding the invoice, the following shall be considered:

- Additionally, costs not included in the goods price (e.g. research and development costs, license fees, tooling costs, provisions of the buyer with reference to the delivery of goods) shall be listed separately in the invoice.
- In the case of free of charge deliveries, the supplier is obliged to declare a value, which reflects a fair market price as well as the note „For Customs Purpose Only“ in the pro forma invoice. Additionally, the invoice or delivery note must also state the reason for the free of charge delivery (e.g. free shipment of samples).

15.5 The supplier must support us by all available means to reduce or minimize our payment obligations regarding customs duties or costs for customs clearance.

15.6 Notwithstanding any other rights and without any liability to the supplier, we are entitled to withdraw from the affected contract or to terminate it without notice in case the supplier repeatedly fails to fulfil its obligations under section 15.1-15.5.

## 16. Compliance, D. lgs 231/2001

16.1 The supplier undertakes, within the framework of its business relationship with us, not to offer or grant, promote or accept any advantages,

neither in its business dealings nor when dealing with governmental officials, which are in breach of applicable anti-corruption regulations.

- 16.2. The supplier undertakes, within the framework of its business relationship with us, not to make any agreements with other companies or to agree on concerted practices with other companies aiming to or bringing about a prevention, restriction or distortion of competition under applicable antitrust regulations.
- 16.3 The supplier guarantees that it will comply with the applicable laws governing the general minimum wage and commit sub-suppliers engaged by it to the same extent. On request, the supplier shall evidence compliance with the foregoing guarantee. In the event of a breach of the foregoing guarantee, the supplier shall hold us harmless from all third party claims and is obliged to reimburse any fines imposed on us in this connection.
- 16.4 The supplier shall comply with the respective statutory provisions governing the treatment of employees, environmental protection and health and safety at work and to work on reducing the adverse effects of its activities on human beings and the environment. In this respect, the supplier shall set up and further develop a management system in accordance with ISO 14001 within the realms of its possibilities. Further, the supplier shall comply with the requirements of the Code of Conduct for business partners (<https://www.bosch.com/company/supply-chain/information-for-business-partners/#responsibility-and-sustainability>) and the principles of the UN Global Compact Initiative relating basically to the protection of international human rights, the abolition of forced labor and child labor, the elimination of discrimination when personnel is engaged and employed and the responsibility for the environment ([www.unglobalcompact.org](http://www.unglobalcompact.org)).
- 16.5 In the event of a suspected violation of the obligations under paragraphs 16.1 to 16.4, the supplier must investigate any possible violations without undue delay and inform us of the investigation measures taken and, in justified cases, disclose the affected supply chain. If the suspicion proves to be justified, the supplier must inform us within a reasonable period of time of the measures that it has taken internally within its organization in order to prevent violations in future. If the supplier fails to comply with these obligations within a reasonable period of time, we reserve the right to withdraw from contracts with the supplier or to terminate them with immediate effect.
- 16.6 If the supplier fails to comply with the obligations under section 16.5 within a reasonable period of time, or in the event of severe violations of the law by the supplier and in the event of violations of the provisions of paragraphs 16.1 to 16.4, we reserve the right to withdraw from the existing contracts or to terminate them without notice.
- 16.7 supplier declares its awareness of the content of D.Lgs. 8th July 2001 n. 231 and of the Organizational Model and the Code of Ethics of the Bosch Company he supplies, and the Code of Business Conduct of the Bosch Group, visible on the webpage [www.bosch.it](http://www.bosch.it) or made available to the supplier itself. The supplier undertakes to behave in accordance with the provisions set forth in those documents, and to verify periodically possible modifications and/or amendments during the term of the contractual relationship. The supplier moreover declares that he is aware of the fact that the compliance with those provisions is an essential condition for BOSCH with regard to the start and the maintenance of the contractual relationship. Each violation of one of those provisions of the Organizational Model, the Code of Ethics and the Code of Business Conduct by the supplier constitutes a material breach of the contractual obligations and entitles us to terminate the contractual relationship with immediate effect according to Art. 1456 of the Italian Civil Code. Possible claims for suffered damages remain unaffected by such termination.

#### 17. Place of Performance

Unless otherwise agreed, the place of performance is the place to which

the goods are to be delivered in accordance with the contract or where the service is to be rendered.

#### 18. Miscellaneous

- 18.1 If one of the provisions of these Terms and Conditions and of additional agreements reached should be or become ineffective, this shall not affect the validity of the Terms and Conditions in other respects. The parties hereto are obliged to agree upon a provision to replace the ineffective provision that approximates as closely as possible the economic intent of the ineffective provision.
- 18.2 The contractual relationships shall be governed exclusively by Italian law excluding the conflict of law provisions and the UN Convention on Contracts for the International Sale of Goods (CISG)
- 18.3 All disputes arising either directly or indirectly out of contractual relationships based on these Terms and Conditions of Purchase or connected to them shall be decided exclusively by the Court of Milan. Any other competitive or alternative Court shall be specifically excluded.
- 18.4 The Parties mutually agree that every single provision of these Terms and Conditions has been amply discussed, agreed and approved specifically by them, as well as every single paragraph and article.

Date

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The Supplier

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Pursuant to and for the effects of article 1341 of the Italian civil code, the supplier specifically approves in writing the following articles: art.2 (Conclusion of and Modifications to the Contract) art.3 (Delivery),art.4 (Force majeure), art.8 (Notification of defects), art.9 (9. Claims Based on Defects); art.10 (Product Liability and Recall), art.11 (Rights of withdrawal and termination), art.12 (Conducting Work), art.14 (Documentation and Confidentiality), art. 15 (Export Control and Customs), art.16 (Compliance, Dlgs 231/01), art.18 (Miscellaneous).

Date

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The Supplier

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