

GENERAL CONDITIONS OF PURCHASE OF GOODS AND SERVICES

1. Definitions

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

- **"Supplier"**: natural or legal person who supplies Goods and/or Services to the Company on the basis of the Agreement, accepting the General Conditions as an integral and substantial part of the Purchase Orders from time to time issued by the Company;
- **"Company"**: the company Fedrigoni S.p.A., with registered office in Verona, Via Enrico Fermi 13/F, fiscal code and VAT number 01664630223, and/or its Affiliate(s) indicated in the Purchase Order, which issues a Purchase Order for the purchase of Goods or to obtain Services from the Supplier;
- **"Affiliate"**: any legal person/entity directly or indirectly controlled by, controlling or subject to the common control of one of the Parties, being such control exercised through the direct or indirect ownership of 50% or more of the share capital or of the voting rights of such legal person/entity;
- **"Party"**: the Company or the Supplier individually as the case may be;
- **"Parties"**: The Company and the Supplier jointly;
- **"General Conditions"**: these general purchase conditions, which govern the terms and conditions for the purchase of Goods and/or the supply of Services from a Supplier in execution of Purchase Orders issued by the Company from time to time;
- **"Goods"**: tangible or intangible assets sold by the Supplier to the Company;
- **"Services"**: work and/or intellectual services provided by the Supplier to the Company;
- **"Purchase Orders"**: purchase orders for Goods or the provision of Services issued by the Company to the Supplier;
- **"Agreement"**: agreement concluded by the Parties based on these General Conditions and the relevant 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 set out the whole agreement between the Parties in respect of its subject matter;
- **"Technical Specifications"**: any type of technical, functional or quality specifications relating to the Goods or methods of performing the Services including, without limitation, drawings, models, samples, prototypes, films, photographs and renderings from time to time communicated in writing by the Company to the Supplier or confirmed in writing by the Company;
- **"Results"**: all the results of the creative and inventive activity conceived, implemented or developed by the Supplier while performing or as a result of the Services, including projects, inventions,
- data, results, information, methods, specifications, know-how, software, photographic or filmed images, products or moulds;
- **"Confidential Information"**: means, jointly, (i) the Technical Specifications, (ii) any other information, commercial or otherwise, relating to the Company, its materials, products, processes, services and activities, supplied, in any form, by and/or on behalf of the Company to the Supplier and/or which the Supplier has become aware of, (iii) the Results and (iv) any note, study or other document prepared by the Supplier that contains or otherwise reflects the Technical Specifications, the information referred to at paragraph (ii) and the Results;
- **"Force Majeure Event"** unforeseeable and exceptional event, independent from the will and beyond the reasonable control of the Party invoking it, such as, by way of example but not limited to, acts of terrorism, riots and civil unrest, wars, national strikes, Acts of God, fires, epidemics and pandemics, inability to obtain raw materials or energy for manufacturing.

2. Scope

2.1. The General Conditions and the Purchase Order issued by the Company are an integral and substantial part of the Agreement. The General Conditions shall always be applied, except in the case in which a specific contract has been entered into by the Parties, providing specific terms and conditions for the supply of certain Goods and/or Services to the Company; in this case the provisions of the relevant contract shall apply, limited to the matters governed by it. The General Conditions shall prevail over any general or specific conditions of sale of the Supplier.

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

3. Issue of Purchase Orders

3.1 Purchase Orders must be issued in writing and must contain at least the following information:

- order number, Supplier code;



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- Goods and/or Services subject matter of the relevant Purchase Order;
- quantity, characteristics and terms of delivery, transport of Goods and/or Services;
- prices, invoicing conditions, payment methods and terms;

Therefore, the General Conditions are an integral part of the Purchase Order in all respects; any special purchase conditions agreed between the Parties notwithstanding the General Conditions must be explicitly and expressly indicated in the Purchase Order.

3.2. Purchase Orders shall become binding for the Parties on acceptance by the Supplier by means of written notice within the acceptance period indicated by the Company in the Purchase Order itself or, failing that, within 5 calendar days from receipt of the Purchase Order.

Purchase Orders shall be considered as accepted and shall become binding for the Parties even if the Supplier does not send to the Company express written communication of refusal within the acceptance period indicated by the Company in the Purchase Order or, failing that, within 5 calendar days from the sending of the same.

The Company reserves the right to revoke Purchase Orders until the Supplier accepts them in writing and to reject the acceptance of Purchase Orders received after the expiry of the aforementioned acceptance term.

It is understood that when the Supplier accepts the Purchase Order issued by the Company expressly or through delivery of the Goods and/or beginning the supply of Services, the Agreement is considered concluded between the Parties.

3.3. If a Purchase Order is issued following the presentation of a contractual proposal by the Supplier, it will immediately become binding for the Parties at the time the Purchase Order is sent to the Supplier without the need for further approval on the latter's part, provided that the Purchase Order expressly refers to the proposal in question.

3.4. For the purposes of the General Conditions, communications exchanged between the Parties by letter, e-mail or any other form of written business correspondence shall be considered as being in written form.

3.5. The sale of Goods or the performance of Services shall be governed by the provisions of the General Conditions, of the Technical Specifications, of the Purchase Orders and of any documents referred to in the Purchase Orders, including contractual proposals. In the event of conflict or discrepancy between the contractual proposals and the Purchase Orders or the General Conditions, the content of the General Conditions and Purchase Orders shall prevail.

3.6. The General Conditions do not imply any commitment by the Company to issue a minimum or pre-defined number of Purchase Orders.

The Supplier shall provide the Goods and/or perform the Services acting as an independent operator and not as a commercial collaborator of the Company; nothing contained in the Agreement is aimed at establishing a partnership, joint venture or employment relationship between the Parties. The Supplier shall execute the Agreement in total managerial and organisational autonomy. Under no circumstances may the General Conditions or Purchase Orders give rise to association relationships in equity or companies, nor shall they give the Supplier any power of representation in the name of the Company.

3.7. The Company reserves the right to withdraw at any time from the Agreement even in derogation of article 1373, item 1 of the Italian Civil Code if, at its sole discretion, it deems that:

- a) the technical suitability of the Supplier no longer ensures the regular performance of the supply of Goods or Services;
- b) the Supplier is in a state of economic difficulty such as to endanger the due performance of the supply of Goods or Services and in particular when:
 - i) legal action to recover debts or executive procedures are opened against the Supplier;
 - ii) the Supplier is in a state of insolvency or files or has filed against it any bankruptcy, liquidation, or dissolution or similar proceeding or enters into any form of arrangement with its creditors;
 - iii) the Supplier ceases or threatens to cease the due course of its business;
 - iv) the Supplier fails to provide, at the request of the Company, adequate guarantees regarding the execution of the Agreement.

3.8. It is expressly forbidden for the Supplier to entrust to third parties in whole or in part the supply of the Goods and/or Services pursuant to the Agreement, without prejudice to the prior written authorization of the Company pursuant to article 1656 of the Italian Civil Code. The Supplier, in any case of use of subcontractors, shall remain jointly and severally liable 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 of the Supplier set out in the Agreement. It is also understood that the use of subcontractors may not, under any circumstances, lead to any increase in the fees 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 shall comply with the provisions of the Agreement, whose provisions shall be recalled in the relevant agreement to be entered into by



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the Supplier and the relevant subcontractor, with particular reference to those relating to:

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

It is expressly understood that the Supplier shall indemnify and hold harmless the Company from any charge, expense, loss, damage or detrimental consequence that the latter may suffer in relation to the breach by the subcontractors of any obligation set out in the Agreement.

It is forbidden for the Supplier to assign the Agreement in any form and manner, as well as to assign or pledge the credits deriving from the same without the prior written authorization part of the Company. On the other hand, The Company shall be entitled to assign or transfer all or part of its rights and obligations arising under this Agreement to another company belonging to the Fedrigoni Group from time to time as well as to assign or pledge the credits deriving from the Agreement, promptly notifying the Supplier in writing.

3.9. If a Purchase Order or the documents referred to therein envisage the performance of Services according to a work plan structured by successive phases or milestones to which the delivery of specific results is linked, the Company reserves the right to decide, at the end of each stage, whether or not to proceed with the stages following the first. The Supplier shall therefore carry out stages after the first one and the Company shall pay the relative consideration only following written authorisation by the Company to proceed with the next stage.

4. Consignment and performance methods

4.1. For the purposes of verifying the compliance with the consignment terms and the transfer of risk for damage or total or partial loss of the Goods from the Supplier to the Company, consignments must be made in compliance with the conditions defined by the current "Incoterms" regulations specified in the Purchase Orders. The transport of Goods must be implemented with every precaution to ensure protection against damage.

4.2. The Supplier must promptly comply with the terms and methods of delivery of the Goods and performance of the Services indicated in the Purchase Orders (to be considered as essential in the interests of the Company). The Company reserves the right to refuse any Goods or Services received before the agreed deadline and to charge the Supplier for any storage costs and financial charges incurred relating to the early delivery period.

4.3. The Supplier must ensure that the quantity of Goods consigned matches the quantity indicated in the Purchase Orders. The Company may request the Supplier to collect any excess quantities compared to what was ordered, with the right to return them directly at the expense and risk of the Supplier and to charge the Supplier the costs arising from any payment already made and storage costs if the Supplier itself does not promptly do so.

4.4. In the event of delayed consignment of the Goods or performance of the Services or in case of incomplete consignment or execution, the Company reserves the right to: (i) establish another term so that the Supplier can consign the Goods or perform the Services, or (ii) notify the Supplier of the termination of the relative Contract for non-fulfilment and request the return of any amounts already paid by the Company.

4.5. The possible establishment of an additional term for the consignment of Goods or performance of the Services pursuant to paragraph 4.4 (i) does not preclude the Company from the right to avail itself of the further remedies as per paragraph 4.4 (ii).

4.6. In addition to the remedies indicated in paragraph 4.4, in the event of any delayed, missed, incomplete or different delivery of Goods or performance of Services, the Company may also exercise the following rights: (i) suspend payments due to the Supplier in relation to delivery of the Goods or Services indicated in the Purchase Order or in the Agreement without prejudice to greater damages; (ii) to claim compensation for any further damage caused to the Company directly or indirectly by the delayed, missing, incomplete or different consignment of Goods or performance of Services, including, by way of example but not limited to, damage arising from loss of production, loss of profit and any additional costs incurred by the Company to purchase the Goods or Services from other suppliers as a result of the Supplier's breach of contract.

4.7. The remedies envisaged in paragraph 4 are in addition to and do not replace any other remedies envisaged by applicable law in favour of the Company.



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4.8. Verification of operation, testing or payment of the Goods by the Company does not imply acceptance as such and shall not release the Supplier from the obligations, declarations or guarantees assumed.

4.9. The Company reserves the right, at any time, to carry out verifications on the Goods and/or on the production process of the same. If the inspection or control is carried out at the Supplier's premises, the latter shall make available the necessary equipment and shall provide the assistance in order to ensure the safety and ease of the Company's inspection personnel, within reasonable limits and as agreed in good faith between the Parties.

4.10. The Supplier accepts and assures: a) to comply with all national and international regulations concerning control of 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, upon export or re-export, require an export license or other government authorisation without first obtaining such a license or authorisation.

4.11. The Supplier undertakes to indemnify and hold harmless the Company from any claim, liability, penalty, sanction, costs 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 notification of infringements of laws, regulations and/or legislation regarding exports which may affect the Company.

4.12. At least once a year, and whenever so requested by the Company, the Supplier shall provide the Company with the declaration of origin of the Goods, suitable for satisfying the requirements (a) envisaged by customs authorities in the receiving country, and (b) of any applicable export laws and/or regulations. In particular, the declaration must indicate (i) in which country the Goods, or part of them, were produced or originated and (ii) the related classification code.

4.13. For all Goods for which regional or free trade agreements, preferential order rules or other similar regulatory instruments are applicable, it will be the Supplier's responsibility to deliver the Goods with suitable documents to certify the preferential origin (by way of example Supplier declarations, certificates of preferential origin, invoices, other required documentation).

4.14. The Supplier shall affix on each Good the indication of the country of origin (or on packaging if there is not enough space on the Good, as agreed in good faith between the Parties). In affixing such information on the Goods, the Supplier must comply with the requirements of customs authorities in the receiving country. If the Goods are imported, the Supplier shall ensure that the Company, where possible, appears as the importer. If the Company is not the registered importer and the Supplier obtains the return of customs duties, the latter, at the request of the Company, shall provide it with the documents required by the customs authorities of the receiving country in order 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 supplied shall be indicated in the Purchase Orders or defined in separate written agreements between the Parties. The prices indicated in the Purchase Orders shall be fixed and not subject to reviews or adjustments. Similarly, once agreed for a certain period, prices shall be fixed and not subject to reviews or adjustments for the agreed period.

5.2. The agreed price is all-inclusive and net of VAT or other applicable tax charges. Any additional costs and expenses shall therefore be paid to the Supplier only if authorised in advance by the Company in writing and following presentation of documentary evidence.

It is understood that the fees for any licenses are included in the purchase price of Goods and/or Services as specified at paragraph 7.1 of these General Conditions.

5.3. Unless otherwise agreed, prices include the packaging needed to ensure the integrity of the Goods.

Unless otherwise stated in the Purchase Order, ownership of the Goods shall be transferred to the Company at the same time as the transfer of risks, as defined in the applicable relevant Incoterm.

5.4. Payment terms and conditions shall be indicated in the Purchase Orders or defined in separate written agreements between the Parties. Payment shall in any case be conditional on the consignment to the Company of the Goods and/or the original bill of lading (where applicable).

6. Quality warranty of the Goods

6.1. The Supplier warrants that the Goods shall:



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- a. comply with applicable legislation and 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 design, production or storage defects;
- d. be compatible with any parts that may be assembled or mounted on the Goods in accordance with the Technical Specifications or other information provided by the Company;
- e. be suitable for the use for which they are normally intended or for the various uses intended by the Company as may have been brought to the attention of the Supplier by the Company itself;
- f. comply with the characteristics and quality of the items presented by the Supplier as samples or models.

If the Goods fall within the scope of application of Regulations no. 1907/2006/CE as amended (REACH) and no. 1272/2008/EC as amended (CLP), the Supplier also warrants that:

- a) the Goods are supplied in full compliance with the registration requirements of REACH regulations;
- b) the Goods are classified, labelled and packaged in compliance with CLP regulation
- c) where needed, the Goods are accompanied by safety data sheet (SDS) in compliance with Annex II of Regulation no. 453/2010/CE compiled in Italian
- d) permitted uses of the Goods are indicated (Article 37 REACH)
- e) the SDS is promptly sent again in the event of any modifications and/or updates
- f) in the case of first supply, the SDS shall be sent prior to consignment of the Goods
- g) in the case of hazardous substances, the SDS shall be accompanied as an integral element by the exposure scenario in Italian (Article 37 REACH);
- h) the Goods do not contain substances included in the SVHC candidate list of REACH; or if their concentration exceeds 0.1% by weight, the obligation to provide information is respected (Article 33 REACH);
- i) if the Goods contain one or more substances falling under Annex XVII of REACH (substances subject to restrictions), the use restrictions listed therein are provided in Italian (Article 67 REACH).

6.2. In the event of defects or non-conformity of the Goods with the warranties envisaged in the previous paragraphs, the Company reserves the right at its discretion to apply the following remedies:

- a) request the elimination of the defect or non-compliance or the replacement of non-conforming Goods or the entire batch to which they belong at the expense of the Supplier within a term defined by the Company;
- b) ask for a reasonable reduction in the price of the non-compliant Goods or of the in which the non-conforming Goods were found;
- c) notify the termination of the Agreement caused by non-fulfilment of the Contract in relation to non-conforming Goods or batches of Goods in which 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 fact that the Company has requested the elimination of non-compliance pursuant to paragraph 6.2 (a) does not preclude the Company from exercising the rights envisaged in paragraphs 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 envisaged in the previous paragraphs, in the event of non-compliance of the Goods with the warranties provided for in paragraph 6.1, the Company shall be entitled to: a) suspend payments due to the Supplier in relation to the non-conforming Goods or to the batch in which the non-conforming Goods were found; b) claim compensation for any direct and indirect damage resulting from the defects or non-conformity of the Goods.

6.5. The warranties and remedies expressly envisaged in this paragraph 6 must be considered as in addition to and not replacing any other remedies and warranties envisaged by law in the event of defects or non-conformity of Goods. Notwithstanding the provisions of article 1512 of the Italian Civil Code, the deadline for notification of defects or non-conformity of Goods is 60 (sixty) calendar days from their discovery.

7. Intellectual property and administrative authorisations

7.1. The Supplier hereby declares and warrants: a) that 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) to be fully entitled to transfer to the Company the full right to use, incorporate and market the Goods and to use and reproduce the Results.

It is agreed that the financial considerations for any licenses are included in the purchase price of Goods and/or Services.

7.2. In the event that a request from a third party or an investigation or decision by the judicial or administrative authorities



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affirm, ascertain or imply the non-existence of the requirements referred to in paragraph 7.1, even provisionally or as a precautionary measure, or have as their 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 provided for in paragraph 8, the Company reserves the right to terminate the Agreement/s relating to the Goods and/or the Results affected by such an infringement pursuant to article 1456 of the Italian Civil Code.

7.3. The Supplier assigns all intellectual property rights as regards the Results exclusively to the Company, whether or not they can be protected by patent, copyright or other forms of exclusive right, without geographical or time limits. The financial consideration agreed for the performance of Services is agreed to include payment for the transfer of intellectual property rights pertaining to the Results.

7.4. The Supplier recognises and acknowledges that neither the General Conditions nor the Agreement in any way imply a transfer or a license to the Supplier of the intellectual property rights of the Company.

8. Compensation and indemnity

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

- a) infringement of the warranties provided for in paragraphs 6.1 and 7.1;
- b) infringement of the Supplier's obligations pursuant to paragraph 9;
- c) the need for defence against third-party claims which, if found to be justified, would entail the existence of an infringement of the Supplier's warranties and obligations pursuant to paragraphs 6.1, 7.1 or 9;
- d) any other non-fulfilment of the Agreement, Technical Specifications and General Conditions.

8.2. In particular and by way of example, the Supplier shall indemnify and hold harmless the Company from any product liability arising against the Company as a result of defects in the Goods.

9. Obligations of the Supplier

9.1. In the performance of Services and the production of Goods, the Supplier shall comply with the following obligations:

- a) it shall duly remunerate its staff and ensure scrupulously application of employment contracts and applicable collective agreements, as well as fulfilling in timely fashion its social security and welfare obligations pursuant to any legal dispositions in force;
- b) shall scrupulously apply legislation concerning workplace safety, health and the environment;
- c) shall provide the Company on acceptance of each Purchase Order, whenever the performance of Services or the supply of Goods so envisages and thereafter on a quarterly basis, with the certification proving social security payments on behalf of employees and/or collaborators (DURC), as well as documents proving registration with INAIL and payments of the relative premiums;
- d) shall ensure that its employees and/or collaborators are trained and comply scrupulously with workplace safety legislation, especially Legislative Decree 81/08, and shall also ensure that all employees and collaborators are provided with all the PPE (personal protective equipment) needed to perform activities safely;
- e) shall regularly pay withholding taxes on work income related to personnel involved in performing the Services, as well as VAT and all direct and indirect taxes associated with the Services;
- f) shall comply with the provisions of paragraph 3.8 regarding the prohibition of subcontracting and assignment of the Agreement and the related credits.

9.2. As a condition for payment of the considerations due to the Supplier, the same shall be required, on request of the Company, to provide documentary evidence of the fulfilment of the obligations pursuant to paragraph 9.1.

10. Termination for non-fulfilment

10.1. Notwithstanding what provided elsewhere in the General Conditions, the Company may at any time communicate the termination of the Agreement pursuant to article 1456 of the Italian Civil Code by sending written notice to the Supplier with effect as of the date the Company shall indicate in said notification, if the Supplier:

- a) has breached the obligations of non-transferability of the Agreement and of the credits deriving from the same pursuant to paragraph 3.8;
- b) is in breach of the obligations of paragraph 4 (Consignment and performance methods);
- c) is in breach of the obligations of paragraph 6 (Quality warranty of the Goods);
- d) is in breach of the obligations of paragraph 7 (Intellectual property and administrative authorisations);
- e) is in breach of the obligations referred to in paragraph 9.1;



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- f) is in breach of the confidentiality obligations pursuant to paragraph 11.3;
- g) is in breach of the obligations referred to in paragraph 16 (Organizational Model - Code of Ethics - Supplier Code of Conduct);
- h) becomes a shareholder, partner or is subject to any form of control, even indirect, of a competitor of the Company;
- i) is involved in conduct that seriously damages the reputation and goodwill of the Company or its products.

10.2. The Company shall not in any way be liable to the Supplier for such termination.

10.3. The termination of the contractual relationship shall only have effect for supplies of Goods and/or Services not yet executed at the date of termination.

11. Confidentiality

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

11.2. The Supplier is required:

- (a) to keep Confidential Information secret and not disclose it to any third party;
- (b) to implement all measures and precautions reasonably necessary and appropriate to prevent disclosure and unauthorised use of Confidential Information;
- (c) at the end of the supply, or even in advance on request of the Company, to immediately return all documents containing Confidential Information and destroy any printed copies or any other media;
- (d) to use the Confidential Information only as necessary for the execution of the Agreement;
- (e) not to reproduce or copy the Confidential information except within the limits expressly authorised by the Company;
- (f) not to patent, or register as a trademark, design or model any information or data contained in the Confidential Information;
- (g) to limit the distribution of Confidential Information within its own organisation only to employees whose duties justify the need to know such Confidential Information;
- (h) to inform employees within their organisation who become aware of Confidential Information of the secrecy commitments concerning them;
- (i) not to develop for third parties and/or supply to third parties, for any reason, directly or indirectly, products made by exploiting Confidential Information;
- (j) to impose and ensure the compliance with the obligations arising from this paragraph to any third party to whom the Supplier must share Confidential Information within the context of executing the Agreement, it being understood that the Supplier shall be liable to the Company for any infringement of obligations pursuant to this paragraph with respect to the Confidential Information committed by said third parties.

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

12. Insurance

12.1. Notwithstanding the Supplier's liability towards the Company, the Supplier undertakes to enter into and maintain in full force for the duration of the business relationships between the Parties an appropriate insurance policy for civil liability arising from the sale of Goods or the performance of Services, with a ceiling proportional to the value of the Goods or Services.

12.2. On request of the Company, the Supplier shall provide a copy of the insurance policy pursuant to paragraph 12.1 and the payment certificate for the relative premium.

13. Force majeure

13.1. Neither Party shall be liable to the other Party for any delays or omissions in the performance of any obligation under the General Conditions and/or the Agreement, where such delay or omission is due to a Force Majeure Event. Should a Force Majeure Event occur, the affected Party undertakes to:

- a) promptly inform the other Party of the occurrence of such Force Majeure Event;
- b) make every reasonable effort to minimize any negative effect of the Force Majeure Event and to resume the fulfilment of its obligations under the Agreement.

Each Party reserves the right to declare the Agreement terminated if the Force Majeure Event lasts for more than 30 (thirty) working days (meaning any day other than Saturday, Sunday or public holiday in Italy). It is therefore understood that the



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possibility for a Party to declare the Agreement terminated under this paragraph shall only operate where such delays or omissions by the other Party in the performance of any obligation under the Agreement last for more than 30 (thirty) working days. It is understood that in case of such termination neither Party shall have the right to claim any damages against the other.

13.2. In no case shall delays or non-fulfilment of the Supplier's subcontractors be considered beyond the control of the Supplier pursuant to the preceding paragraph.

14. Personal data processing

The Parties mutually acknowledge that, for the management of the Agreement, each Party may communicate to the other Party information that constitutes personal data. Each Party undertakes to carry out the processing of Personal Data in compliance with the applicable legislation, such as the European Regulation n. 2016/679 and Legislative Decree 196/2003, as amended by Legislative Decree 101/2018.

The Supplier's Personal Data shall be processed in accordance with law and the notification published on the Company's institutional website <https://fedrigoni.com/en/privacy-policy/>.

15. Duration of the General Conditions

The General Conditions shall remain in force until revoked and/or modified in writing by the Company to the Supplier and in any case until the complete fulfilment of the obligations underway.

16. Organizational Model - Code of Ethics - Supplier Code of Conduct

16.1. The Supplier acknowledges that the Fedrigoni Group, pursuant to Legislative Decree 8 June 2001 n. 231 (the "Decree") has adopted an organizational model and a code of ethics (this latter available for free consultation and download at the Company's registered office and on the website www.fedrigoni.com, hereinafter the "Code of Ethics").

The Supplier undertakes to refrain from any conduct suitable for configuring the hypotheses of crime referred to in the Decree - regardless of the actual perpetration of the crime or its punishment - as well as to operate in compliance with the rules and principles of the Decree itself.

The Supplier also undertakes to comply with the provisions of the Code of Ethics - to the extent of its competence and as amended from time to time - in relation to the performance of its obligations arising from the Agreement and in its relations with the Company.

In case of infringement of the provisions of this section the Company shall be entitled to terminate immediately the Agreement, pursuant to article 1456 of the Italian Civil Code and to seek compensation from the Supplier for any suffered damage, to the extent that shall be quantified.

16.2. Furthermore, the Supplier acknowledges that the Fedrigoni Group has adopted a Supplier Code of Conduct (available online for free consultation at the Company's registered office and on the website www.fedrigoni.com, hereinafter the "SCOC"). The Supplier undertakes to comply with the provisions of the SCOC in relation to the performance of its obligations arising from the Agreement and in its relations with the Company.

17. General Provisions

17.1. No changes, additions and/or derogations to the provisions of the General Conditions and/or of the Agreement and its annexes shall be effective and binding for the Parties, unless resulting from a written agreement.

17.2. The eventual invalidity and/or ineffectiveness of one or more provisions contained in the General Conditions and/or in the Agreement shall not result in the invalidity of the same as a whole, which shall remain valid for the parties still effective. The Parties shall negotiate in good faith in order to replace the invalid or ineffective provisions with effective ones, the contents of which shall be as closer as possible as those of the invalid and / or ineffective provisions.

17.3. No waiver to the 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 to such term, provision or condition of the General Conditions and/or of the Agreement.

18. Governing law and Jurisdiction

18.1. The General Conditions, the Purchase Orders and the Agreement and any non-contractual obligations arising out of or in connection with them shall in all respects be governed by, and interpreted in accordance with, the law of the country where the registered office of the Company or its Affiliate which entered into the contractual relationship with the Supplier is located.

18.2. Any dispute relating to, arising from or in any case connected with the General Conditions, the Purchase Orders and the Agreement, including relating to their validity, interpretation, execution, implementation, termination or enforcement shall be



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preliminary subject to an attempt of amicable settlement. If the attempt of conciliation fails, the dispute shall be referred to the exclusive jurisdiction of the Court of the place where the registered office of the Company or its Affiliate which entered into the contractual relationship with the Supplier is located.

