

## GENERAL CONDITIONS OF PURCHASE (GCP) – CEFLA MEDICAL EQUIPMENT

### 1. General Principles

These General Conditions of Purchase are incorporated by reference in the purchase order or contract and shall apply to any purchase order placed by the Purchaser with the Supplier or to any contract executed, unless expressly and jointly waived in writing by the Parties.

These general conditions supersede and cancel any prior arrangements and/or correspondence covering terms and conditions of purchase, including therein any general conditions of sale of the Supplier, considered severally or jointly, and shall prevail, unless otherwise agreed in writing, over any restrictions or amendments and any different or additional clauses introduced by the Supplier in print or electronically or otherwise referred to by the Supplier in its quotations, confirmations of order, invoices, notes, or correspondence.

Any amendments or exceptions, even where introduced after the date of the purchase order/contract, shall be binding only if expressly approved in writing by the Purchaser.

These General Conditions of Purchase have been translated into English from the Italian. If any discrepancies should emerge between the two versions, the Italian version shall prevail, unless otherwise agreed in writing by the Parties.

### 2. Purchase Orders and Changes

Even if not signed by the Supplier, the purchase order shall be valid and deemed accepted unless protested or counterproposals are made by the Supplier and received by the Purchaser within 2 (two) business days from the placement of the order by electronic mail or fax. For such purposes, the order is to be sent to the address provided by the Supplier during the registration or screening process or as notified by the Supplier at a later date.

In any case, the performance of the purchase order by the Supplier shall constitute tacit acceptance of these General Conditions of Purchase and the terms and conditions specified in the purchase order. Any counterproposals to the order shall be binding only if expressly accepted in accordance with Article 1326 of the Italian Civil Code.

The Purchaser reserves the right to make changes of any kind to the purchase order by issuing a "Change of Order" setting out the proposed change and the date of its effect. The proposed change shall be considered accepted by the Supplier unless protested in writing by the Supplier within 2 (two) business days of its receipt.

It is hereby agreed and accepted that the Supplier may introduce changes to the production process and to the product/goods only with the prior written consent of the Purchaser, without prejudice to the Purchaser's right to cancel the order.

Where such changes give rise to patentable inventions, the Supplier hereby agrees and accepts to grant free of charge to the Purchaser an irrevocable and unlimited license for the production and sale of the improved products.

### 3. Prices

Prices will be stated in the purchase order or contract. Unless otherwise indicated therein, all prices shall refer to the price list in force at the time of issuance of the order or at the date of execution of the contract.

All prices in the purchase order/contract shall be stated net of VAT and shall be treated as fixed and invariable, for which no increases may be applied for any reason whatsoever.

Unless otherwise stated in the purchase order/contract, prices shall be inclusive of all costs, duties and taxes (including therein export duties), insurance costs, packaging expenses, and statutory contributions.

Any changes to price lists in force are to be agreed in advance with the Purchaser's Procurement Office.

#### **4. Delivery Terms**

Delivery terms will be stated on the purchase order/contract, with reference to ICC Incoterms 2020. If no terms are expressly stated, Delivered At Place—DAP (as identified in the purchase order/contract) shall apply.

Goods are to be delivered at the place and time and in the quantities and conditions stated on the purchase order/contract.

Delivery may take place at the Purchaser's plant.

Delivery terms shall be peremptory and essential. Any exceptions, even for improvements and technical changes, are to be expressly agreed in writing. The delivery date shall be given by the last date on which duly accepted goods with conformity certification are received by the Purchaser at the agreed delivery point.

Neither early nor late deliveries will be accepted.

The Purchaser shall be entitled to return any goods delivered in advance of the agreed deadline at the Supplier's expense, or to charge the Supplier for storage costs and financial expenses for the period in advance of the agreed deadline.

#### **5. Transfer of Ownership**

Unless otherwise agreed in writing between the Parties, ownership of goods shall transfer to the Purchaser upon their delivery to the delivery address stated on the purchase order or, if not stated thereon, to the Purchaser's address. In the case of consignment supply, transfer of ownership shall take place at the time goods are withdrawn.

Any retention of title clause inserted by the Supplier on any document shall not be accepted.

#### **5. Delayed Delivery**

In the event of delay in the delivery of goods or the performance of the purchase order, where said delay is not attributable to force majeure, the Purchaser shall be entitled to charge the Supplier liquidated damages equal to, unless otherwise agreed in the purchase order/or contract, 0.5 (zero point five) per cent of the price of the undelivered goods or service for each day of delay.

The Purchaser may set off the liquidated damages against the remaining price payable or due. In addition to said liquidated damages, the Purchaser shall be entitled to full compensation for any

additional damages caused directly or indirectly, including therein, without limitation, damages arising from production stoppages.

The foregoing shall not affect the right of the Purchaser to cancel the purchase order/contract in the event of a delay lasting more than 7 (seven) days.

## **6. Shipment of Goods and Transport Documents**

Shipments are to be made by the most appropriate means. The Supplier shall be obligated to use the carrier named in the purchase order or otherwise expressly agreed with the Purchaser.

The Supplier shall be liable for any damages arising from or in connection with the incorrect packaging, labelling or insufficient anchoring of the goods with respect to the requirements of the Incoterms stated on the purchase order.

Goods must always be accompanied by transport documents, prepared in accordance with applicable laws in force, or by a sight draft.

In addition to the information required by law, transport documents shall always state the Purchaser's purchase order number and/or any other data required by the internal quality assurance procedures adopted by the Purchaser.

Where the goods are sent directly to destination, without transiting at the Purchaser's premises, the Supplier shall provide the Purchaser, upon consignment of the goods to the carrier, with a copy of the transport documents issued.

## **7. Documentation**

Goods ordered shall be supplied with all the technical documentation required for their mounting, assembly, use, operation, and maintenance, and with all safety and other certificates, type approvals, MSDS sheets and/or waste classifications required by law or requested in the purchase order/contract. Said documentation shall be incorporated by reference in the purchase order/contract.

Where the documentation provided is found to be incomplete and/or non-compliant with the purchase order/contract or applicable laws, regulations or technical standards in force, the Purchaser may suspend payment of invoices for the goods received and for future deliveries until complete, accurate, and appropriate documentation is duly received.

## **8. Warranty**

Supplier warrants that the goods will conform to the technical features and specifications agreed or referenced in the purchase order/contract, or possessed by samples or prototypes provided or product codes agreed; that they will be of merchantable quality, fit for purpose, and free from encumbrances; that they will be free from defects, including therein latent defects, in materials and workmanship; and that manufacturing operations or services will be performed in a professional manner.

The Purchaser may perform inspection audits on the Supplier's quality assurance system and/or request a copy of the related manuals and certifications, where expressly requested by the end customer.

Except as otherwise provided in purchase orders/contracts, the Supplier warrants and represents that the goods are free from defects in design, materials, and workmanship and are fit for their intended purpose for a period of 24 (twenty-four) months as of the delivery date or, in the case of goods subject to testing, as of the date of testing.

## **9. Defects and/or Non-Conformity Notice**

In express departure from Article 1495 of the Italian Civil Code, the Purchaser shall notify any recognizable defects within 30 (thirty) days from the delivery date and any latent defects within 30 (thirty) days from the discovery date. Defects discovered upon unpacking shall expressly be treated as latent defects.

Written notices of non-conformity shall be considered accepted by the Supplier unless protested within 5 (five) days from receipt.

Without prejudice to any other rights or remedies available to Purchaser by law or under contract, the Supplier shall provide for the repair and/or replacement of defective goods at its own cost and expense and within a reasonable period of time requested by the Purchaser, or, for services, it shall repeat the service. The warranty shall cover all labour, transport, and packaging costs.

The warranty period for replacement or repaired goods shall commence as of the date of the replacement or repair.

In the absence of prompt intervention by the Supplier, the Purchaser may choose, at its discretion:

- a) to accept the goods at a reasonable price discount;
- b) to repair the goods itself or have them repaired by a third party, and charge the relative cost to the Supplier.
- c) to terminate the contract.

The foregoing shall not prejudice the Purchaser's right to compensation for any greater damages suffered, nor the Supplier's commitment to take the corrective and preventive action necessary to avoid the recurrence of the defects and/or non-conformities found.

In the event that the defects and/or non-conformities are such as to compromise the reliability of supply of the goods and/or services, the Purchaser reserves the right to reject the goods delivered by the Supplier and any stocks of previous deliveries, and to cancel any subsequent deliveries planned and/or decline the provision of services.

If, in accordance with applicable laws and regulations, the Purchaser decides to recall or replace its final products due to defects in the goods or services provided by the Supplier, the Supplier hereby agrees and accepts: (i) to provide the Purchaser, without delay and at its own expense, all the products and/or services necessary for the repair or replacement of the final products, and (ii) to refund to the Purchaser all costs incurred for the disassembly, assembly, repair or replacement of the final products. Any other arrangements shall only be binding if agreed in writing in an instrument executed by the legal representatives of the Parties.

If a quantity of goods delivered does not conform to the volumes stated on the relative purchase order(s)/contract(s), the Purchaser may choose, at its discretion:

(a) to accept the quantity delivered and adjust the quantity of any future supplies accordingly;  
(b) to ask the Supplier to collect the goods delivered in excess of the quantity ordered, or return the goods directly at the Supplier's risk and expense, and to charge to the Supplier the financial expenses arising from any pre-payments made, along with storage costs where the Supplier fails to collect the excess goods promptly;  
(c) to demand from the Supplier the immediate delivery of missing goods and to charge to the Supplier all costs and expenses arising from the non-fulfilment of the purchase order.  
The Purchaser shall exercise the foregoing options within 3 (three) months from the delivery date of the goods.

## 10. Insurance

The Supplier shall obtain and maintain, at its own expense, third-party liability insurance (from a premiere insurance company and with deductibles and coverage ceilings set at standard market conditions) covering damage to third parties, including by way of its manufacturer's liability, arising from the performance of the purchase orders and/or contracts. The Supplier shall provide a copy of the insurance policy and subsequent certificates of renewal to the Purchaser upon request. The Supplier agrees and accepts to indemnify and hold harmless the Purchaser and its representatives from any loss, claim, cost or expense (including legal costs for defence) incurred by the Purchaser or its representatives, including therein expenses incurred for recall campaigns or law suits brought by third parties, arising from or in connection with any breach and/or non-performance of the contract and/or purchase order or in any way relating to the supply and/or use of the goods and/or the performance of the service(s) by the Supplier.

## 11. Inspection and Testing

Unless other arrangements are made or other industry practices applied, all materials shall be subject, both during production and delivery, to inspection and checks by the Purchaser, by customers, or by inspectors appointed by them. Inspections may also concern the quality assurance system implemented within the Supplier's organization.

Inspection shall not, in any case, affect the right of the Purchaser to reject goods with non-conformities or that are unfit for purpose, nor imply, in any way, recognition of perfect conformity and/or acceptance of the goods.

Supplier shall permit full access during working hours to its premises to the Purchaser's personnel, its customers, and authorities and shall provide, at its own expense, all the technical assistance and tools necessary for inspections.

Testing shall be carried out by the Supplier, at its own expense, in accordance with the purchase order/contract and statutory requirements applicable. Where testing is carried out jointly, the test plan is to be notified by the Supplier at least 7 (seven) days in advance of testing.

All costs for approval/testing procedures or for authorizations required by law shall be borne by the Supplier. The complete and original test certificates are to be released to the Purchaser.

## 12. Export Control and Customs

The Supplier shall notify the Purchaser of any licence requirements for the export of the goods/products under Italian, EU, or US export control and customs regulations, and under the export control and customs regulations in force in the countries of origin of the products, by way of an annual declaration or by stating the information on its commercial documents. In addition, the Supplier shall state on all its quotations/order confirmations and invoices the following information, updated as necessary: export list number/export control classification number (ECCN) for US goods, in accordance with US EAR; the country of origin of the goods and their components (including therein software); preferential country of origin (also by annual declaration); any transport on US territory or manufacturing/storage on US territory or manufacturing using US technology; HS product code (customs tariff); the applicability of EU, UN or US embargoes on certain countries; the company liaison officer for relevant information.

Unless expressly stated to the contrary by the Supplier prior to the execution of the purchase order/contract, it shall be assumed that there are no impediments to the exportation of goods to the country of destination, as stated in the purchase order or contract, or where no country of destination is stated, to “any country.”

## 13. Protection of the Purchaser's Trademark, Models, Designs, and Know-how

Any use by the Supplier and/or its subcontractors of trademarks owned or licensed by the Purchaser and/or Group for the purposes of supplying goods shall be strictly limited to the performance of supply.

In any case, the Supplier shall not acquire, and hereby waives, any title to the trademarks through their use in any way.

The Supplier may not make any changes or additions to the graphics, colours, or lettering of trademarks, nor make use of distinctive signs incorporating the words, lettering, signs, shapes, and colours distinguishing the trademarks, or any other sign that may be mistaken for the trademarks or may be considered to be derived from them.

All models, drawings or know-how provided by the Purchaser are the exclusive property of the Purchaser and may not be copied by the Supplier. Said models, drawings and know-how, together with any prepared specially by the Supplier for the provision of the goods and/or service expressly requested by the Purchaser may not be transferred, for any reason whatsoever, to third parties without the express written consent of the Purchaser, and may not be used by the Supplier for purposes other than the provision of the goods and/or services.

The Supplier shall respect the industrial property rights of the Purchaser. Where the Supplier learns of any third-party claim to those rights, the Supplier shall promptly notify the Purchaser thereof and shall refrain from taking any action against third parties without the prior written consent of the Purchaser.

Any breach of the foregoing provisions shall entitle the Purchaser to cancel the purchase order/contract and demand reimbursement of any profit earned by the Supplier, as well as compensation for damage caused.

Any industrial or intellectual property rights registered by the Supplier in breach of the provisions of this clause shall be transferred to the Purchaser at no cost or charge to the latter, without any limitation on the rights of the Purchaser.

#### **14. Protection of the Purchaser's Assets**

All equipment and media owned by the Purchaser (or in its legitimate possession for any reason whatsoever), such as, for example, tools, photographs, models, moulds, equipment, construction drawings, projects, and documentation in general ("Purchaser's assets"), shall remain the exclusive property (or in the legitimate possession) of the Purchaser, even if held by the Supplier for the purposes of performing the contract/purchase order.

The Supplier shall promptly return the Purchaser's assets to the Purchaser upon request by the latter. In any event, the Supplier hereby agrees and accepts:

- (i) to use the Purchaser's assets solely for the purposes of performing the contract/purchase order;
- (ii) to label the Purchaser's assets as the exclusive property of the Purchaser in a clear and visible manner for as long as they remain in its possession.

The Supplier shall be liable for the ordinary and extraordinary maintenance and proper use of the Purchaser's assets. In the event of loss or damage to the Purchaser's assets, the Supplier shall pay the Purchaser the full amount of the residual value of the lost or damaged asset.

#### **16. Supply for Manufacturing Purposes**

These General Conditions of Purchase shall cover, as applicable, any work performed by the Supplier, in accordance with the terms and conditions stated in the contract/purchase order, on materials and/or raw materials and/or semi-finished goods provided by the Purchaser or by third parties authorized by the latter ("Semi-Finished Materials").

Upon receipt of the Semi-Finished Materials and before commencing the relative manufacturing operations, the Supplier agrees and accepts to check that the Semi-Finished Materials comply with the specifications stated in the contract/purchase order and are free from defects.

#### **17. Force majeure**

Force majeure consists of unforeseeable events and circumstances beyond the reasonable control of the party affected, the occurrence of which is inevitable or unpredictable and whose effect is such as to prevent the party affected from performing all or a part of its contractual obligations.

Force majeure events include, but are not limited to: earthquakes, cyclones, floods, fire or other natural disasters; epidemics, wars, revolution, coups d'état, uprisings, riots and other armed hostilities, invasion, acts of terrorism, sabotage/piracy, expropriation, confiscation, embargoes or destruction ordered by civilian or military government authorities; bans and acts by government authorities or public institutions, both legal and illegal; nationwide strikes and lockouts.

Under no circumstances will delays by subcontractors be considered force majeure.

In the event of force majeure, the Supplier shall promptly notify the Purchaser of the event by ordinary or certified electronic mail and adopt all measures able to mitigate its impacts. Force majeure may not be claimed if the event occurs after the expiry of an agreed delivery deadline.

If an event of force majeure is such as to cause a delay in delivery that is incompatible with the production needs of the Purchaser (production stoppage), the Purchaser shall be entitled to source the goods from third parties.

Where delivery is delayed for more than 15 (fifteen) days due to force majeure, the Purchaser may cancel the purchase order by written notice thereof, with immediate effect on deliveries. If force majeure prevents the party from performing the service for more than 90 (ninety) days, each party shall be entitled to terminate the purchase order/contract.

## 18. Invoices

Invoices, both on payable on sight and deferred, shall be prepared, issued, and managed in compliance with the applicable provisions of law and according to the Purchaser's rules and operating procedures, by filling in all the mandatory fields required by statutory provisions on electronic invoicing. The Recipient Code field must contain only the following code: UHINBC7.

To be accepted, each invoice must state, in addition to the data required by law, the relative purchase order numbers and the certified email address and/or the recipient code of the Purchaser.

Invoices are to be addressed to the Company indicated at the bottom of the purchase order and sent, in electronic format, to the Interchange System (SDI) run by the Italian Revenue Agency, in XML format (for more information, please refer to the website web <http://www.fatturapa.gov.it>).

Invoices issued in a non-electronic format or transmitted by other means are null and void by law and cannot be accepted by the Purchaser. Except as otherwise provided by legislative or regulatory changes, the only invoices that may continue to be accepted in print format are: invoices from non-Italian suppliers; invoices from contractors subject to a minimum and flat rate tax regime; and invoices from contractors operating under special tax regimes.

Under no circumstances may an invoice be issued before the effective delivery of the goods, unless an exception is expressly permitted in writing.

Invoices will be subject to the tax treatment applicable at the time of the transaction.

Where a purchase order or contract requires additional factory tests (FAT), commissioning, and/or on-site tests (SAT), the relative invoice is to be issued only after the good pass testing.

## 19. Payments

Unless otherwise expressly stated in the purchase order/contract, all payments will be made by wire transfer to the bank account and under the terms registered in the Purchaser's supplier database. Any changes to payment details are to be notified by the Supplier by filling in and forwarding to the Purchaser a signed supplier registration form, together with the relative bank certificate.

In the event of the notification of faults or defects in goods, or delays or non-conformities in the performance of the purchase order/contract by the Supplier, the Purchaser may suspend payments until the fault or defect is remedied. The suspension or deferral of payments shall not entitle the Supplier to suspend its services for any reason whatsoever. Payment shall not be construed as acceptance of any part of the goods/service. Without prejudice to any other right or remedy, the Purchaser may set-off any amounts payable to the Supplier against any amounts receivable from the Supplier, including therein damage claims and amounts not yet overdue.



## 20. No Assignment of Contract or Credit

It is expressly prohibited for the Supplier to transfer or assign to third parties, or to sub-contact, in whole or in part, purchase orders/contracts or the relevant rights/obligations without the prior express written consent of the Purchaser.

Any breach of the foregoing prohibition shall entitle the Purchaser to suspend payments in accordance with Article 1460 of the Italian Civil Code.

In the event of sub-contracting, the Supplier shall retain full and direct liability towards the Purchaser. It is expressly prohibited for the Supplier to assign accounts receivable from the Purchaser, or to issue collection mandates, in any form, without the express written consent of the Purchaser. Under Article 1262 of the Italian Civil Code, the purchase order is considered proof of credit. This clause is presumed to be known by the assignee at the time of assignment and is therefore enforceable against the assignee in accordance with Article 1260(2) of the Italian Civil Code.

## 21. Order Cancellation or Withdrawal

The Purchaser may, at its discretion, cancel the purchase order or withdraw from the contract at any time simply by giving 60 (sixty) days' notice thereof by electronic mail or fax. In such an event, the Purchaser shall reimburse to the Supplier only documented expenses approved in advance that are incurred by the Supplier up until the cancellation/withdrawal date.

## 22. Termination, Express Termination Clause and Discontinuation of Production

The Purchaser may terminate the supply contracts and/or purchase orders where it has notified the Supplier in writing of a material breach of its obligations under these General Conditions of Purchase, the contract and/or purchase order and the Supplier has not remedied the breach (if the breach can be remedied) within 30 (thirty) days of receipt of the demand for performance.

The Purchaser shall be entitled to terminate with immediate effect, in accordance with Article 1456 of the Italian Civil Code, the contract/purchase order by written notice thereof (also via electronic mail) in the event of:

- a) a breach by the Supplier of the duty of confidentiality and covenant not to compete or of the Code of Ethics and MOG clause set forth herein;
- b) a delay in the delivery of goods by the Supplier exceeding 7 (seven) days;
- c) a deterioration in the asset/financial conditions of the Supplier such as to jeopardize the continuity of supply;
- d) fraud or gross negligence in the performance of supply that could damage the corporate image or the business interests of the Purchaser;
- e) judicial proceedings against the Supplier such as to jeopardize or damage its corporate image and reputation or the corporate image and reputation of the Purchaser;
- f) liquidation, termination of business or insolvency of the Supplier, or insolvency proceedings of any kind against the Supplier (including debt restructuring agreements or arrangements with creditors).

If the Supplier plans or in any way expects to discontinue, for any reason whatsoever, the supply of one or more products codes or to shut-down, even temporarily, a production line involved in the supply of goods, the Supplier shall promptly notify the Purchaser thereof in writing, stating the

component and/or product code and the version affected by the discontinuation of supply and the date of discontinuation.

In such a case, the Purchaser shall nevertheless be entitled to demand supply of the goods under the same terms and conditions provided for in the contract and/or purchase order for a period of at least 6 (six) months, and supply of spare parts for a period of at least 10 (ten) years following the date of discontinuation at a price to be agreed by the parties on the basis of the last purchase price paid, forecasted volumes, and supply lots requested.

### **23. Duty of Confidentiality and Covenant Not to Compete**

The Supplier agrees and accepts unconditionally to uphold the strict confidentiality and secrecy of all technical or commercial information provided in verbal or written form directly or indirectly by the Purchaser in relation to the purposes of the contract/purchase order.

The Supplier shall not disclose to third parties or use the information for any other purposes, nor copy or reproduce any documentation, without the express written consent of the Purchaser.

Where manufacturing is based on the Purchaser's drawings, models or samples, the Supplier similarly agrees and accepts not to manufacture or sell, directly or through third parties or companies, the same or similar products. All documentation provided by the Purchaser is to be carefully stored and kept in a safe place.

Goods manufactured on the basis of documentation, such as drawings, models, and similar, furnished by the Purchaser or based on confidential information known to the Purchaser, as well as goods manufactured using the Purchaser's assets/tools or with tools modelled on them, shall remain the exclusive property of the Purchaser and may not be used under any circumstances by the Supplier outside the supply contract, nor offered or sold to third parties.

The covenant not to compete is binding on the Supplier, its sub-suppliers, and its assignees and successors and shall be enforceable indefinitely, also in the event of a change in the company name or ownership structure.

The duty of confidentiality regarding the technical and commercial information received from the Purchaser for the provision of the service or the production of the goods/products shall be enforceable even after the performance and termination of the contract, until and to the extent that such information enters the public domain for reasons not attributable to the Supplier, or in the event that the Purchaser waives the duty of confidentiality. The Supplier shall indemnify the Purchaser for any damage suffered as a result of a breach by the Supplier of the duty of confidentiality or the covenant not to compete.

Under no circumstances may the Supplier cite, publish or advertise, on its own behalf or on behalf of third parties, its commercial or industrial activities for the Purchaser, or use the latter's trademark, logo or name on any medium without the prior written consent of the Purchaser.

### **24. Industrial Property Rights**

The Supplier hereby warrants that the manufacture, use, and sale of the goods/products or services supplied, their accessories and components, where not manufactured on the basis of the Purchaser's

drawing or concepts, does not infringe the industrial or intellectual property rights of third parties and is not the object of any dispute or legal action.

The Supplier shall notify the Purchaser of any application or use by the Supplier of its own or third-party patents. Accordingly, the Supplier expressly shall indemnify and hold harmless the Purchaser and its customers from any legal claim or action brought by third parties for infringement of patents, property rights, trademarks, copyright, and other similar rights protecting know-how or industrial secrets, by warranting the legality of the use and trade of any goods/services supplied under the purchase order/contract in Italy and abroad, and bearing all costs and charges, without exception, for the prompt settlement of the third-party claim and for the compensation of any damages caused to the Purchaser.

In the event that any intellectual property rights of the Supplier are incorporated into the goods/services provided, the Supplier hereby licenses the intellectual property rights to the Purchaser for: (i) the use and/or sale of the goods to its customers, and/or (ii) the use of the services. Said license shall be non-exclusive, free-of-charge, perpetual, irrevocable, and worldwide.

Unless otherwise agreed in writing, ownership of all drawings, descriptions, calculations, models or know-how prepared specially by the Supplier for the provision of the services and/or for the development of the goods shall be transferred to the Purchaser upon the provision/manufacture of the services/goods without any obligation of remuneration. Accordingly, the Supplier hereby waives any claim to the ownership of what will become the full property of the Purchaser and agrees and accepts to hand over all documents prepared to the Purchaser.

In the event of the purchase of standard commercial or catalogue products entailing no specific development activities by the Supplier, or in any case not dedicated or not related to the Purchaser's own product codes, the relative intellectual property rights, drawings, specifications, and additional technical documentation shall remain the exclusive property of the Supplier.

## **25. Compliance with Technical Standards**

The Products shall be designed, tested, proven, verified, and prepared in accordance with "state of the art" safety standards applicable to the materials and specific technology of the product. The complete documentation of the project, test outcomes, and all data related to safety, even in production, shall be filed for 10 (ten) years commencing as of the end of the project life cycle. Where the product is subject to national and/or foreign legislative regulations (regarding safety, environmental protection, compliance with specific technical standards, etc.), the Supplier shall prepare specific documentation relating to the type approval and production processes, showing, inter alia, the specifications and tests of the materials used, as well as the methods and outcomes on the basis of which the product specifications have been tested and certified. Said documentation shall be kept by the Supplier and is to be handed over, upon request, to the Purchaser.

## **26. Code of Ethics, MOG, and Sustainability**

The Supplier hereby represents that it is aware of and complies with, and that it requires its employees and/or contractors to comply with, the provisions of Italian Legislative Decree No. 231 of 8 June 2001 on the administrative liability of legal entities, and amendments and additions thereto.

Additionally, the Supplier hereby represents that it has read and understands, and hereby accepts and agrees—also on behalf of its employees and/or contractors pursuant to Article 2049 of the Italian Civil Code—to comply with the ethical principles set out in the Code of Ethics, in its latest version, as updated from time to time, and the principles and requirements of the corporate compliance programme (known by the Italian acronym “MOG”) adopted by the Purchaser, both of which are published on the website [www.Cefla.it](http://www.Cefla.it)

The Purchaser expects its Suppliers to pursue environmental and social sustainability objectives and adequately conform to the Purchaser's own requirements regarding sustainability in dealings with business partners.

Accordingly, the Supplier is required to possess all the authorizations and licenses necessary to carry out its business and shall comply with all statutory regulations, in particular those concerning environmental protection, industrial relations, occupational health and safety, and all obligations in the field of labour law, such as those provided for by collective bargaining agreements and those relating to social security and welfare contributions. The Supplier shall compensate the Purchaser for any damages arising from or in connection with any non-compliance with said regulations.

In addition, the Supplier will respect UN principles, in particular those relating to the protection of human rights at the international level, the right to collective bargaining, provisions on the prohibition of child labour, the abolition of forced labour and child labour, the elimination of any form of discrimination in all phases of the employment relationship, environmental stewardship, and the prevention of corruption. The Supplier hereby agrees and accepts to provide, upon request by the Purchaser, all the information and documentation that the latter deems necessary to demonstrate compliance with the foregoing principles, values, and prohibitions, as well as with statutory requirements and environmental and social sustainability standards, in order to enable the Purchaser to check and assess, in its unchallengeable opinion, the Supplier.

The Purchaser shall be entitled, pursuant to and for the purposes of Article 1456 of the Italian Civil Code, to terminate the contractual relationship by law in the event of non-compliance with the aforementioned provisions/principles, without prejudice to its right to seek greater damages.

#### 1. Data Protection

The Supplier and the Purchaser mutually agree and accept to process all personal data learned directly and/or unintentionally through the performance of the contract/purchase order in accordance with Regulation (EU) 2016/679 ("GDPR"), with Italian or other applicable legislation, and with the provisions adopted by the Italian Data Protection Authority (hereinafter "current legislation"). In particular, data will be processed exclusively for the purposes of administrative and accounting procedures, the fulfilment of legal obligations, the management and performance of the contract/purchase order, and the proper performance of the service, and will be stored in writing and/or on electronic media.

The Parties also agree and accept that, if in performing the contract the Supplier is to process personal data on behalf of the Purchaser, the Supplier will be designated as a processor by means of specific engagement, in accordance with Article 28 of the GDPR.

Accordingly, the Supplier represents and warrants that it possesses adequate experience, capacity and professional skill such as to ensure full compliance with current legislation, and that it possesses sufficient guarantees to implement appropriate technical and organizational measures.

The Supplier shall be liable for compliance with any instructions received from the Purchaser where it acts instead as an entity authorized to handle data.

## 27. Arbitration and Governing Law

Any dispute arising from or in connection with the conditions set forth herein or with purchase orders/contracts—including therein disagreements concerning the validity, performance, construal and termination thereof—shall be settled by binding arbitration in accordance with the Arbitration Rules of the Chamber of Commerce of Milan, which the Parties expressly represent that they know and accept, by 3 (three) arbitrators appointed in accordance with said rules. The arbitrators shall decide according to law.

The seat of arbitration shall be Bologna.

These general conditions and the relative purchase orders or ancillary contracts shall be governed by and construed in accordance with Italian law alone, without giving effect to any conflict of laws principles of Italy.

By way of acceptance

.....  
(Supplier's seal and signature)

The Supplier declares, in accordance with Article 1341 of the Italian Civil Code, to have specifically read and approved the following clauses; Art. 1 (General Principles); Art. 2 (Purchase Orders and Changes); Art.3 (Prices), Art. 4 (Delivery Terms); Art. 5 (Transfer of Ownership); Art. 6 (Delayed Delivery); Art. 8 (Documentation); Art. 9 (Warranty); Art. 10 (Defects and/or Non-Conformity Notice); Art. 12 (Inspection and Testing); Art. 14 (Protection of the Purchaser's Trademark, Models, Designs, and Know-how); Art. 15 (Protection of the Purchaser's Assets); Art. 19 (Payments); Art. 20 No Assignment of Contract or Credit); Art. 21 (Order Cancellation or Withdrawal); Art. 22 (Termination, Express Termination Clause/Discontinuation of Production); Art. 23 (Duty of Confidentiality Covenant Not to Compete); Art. 24 (Industrial Property Rights) Art. 25 (Compliance with Technical Standards); Art. 28 (Arbitration and Governing Law);

By way of acceptance;

(Supplier's seal and signature)

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