
GENERAL TERMS AND CONDITIONS OF PURCHASE ITALY

1. Scope of application

- 1.1 The AENOVA Group consists of a large number of affiliated companies (hereinafter individually referred to as “**AENOVA Member**”). These General Terms and Conditions of Purchase (hereinafter “**GTP**”) of the AENOVA Group shall apply to all purchases of goods and/or work and the services related hereto, unless the General Conditions for the Supply of Services, which exclusively apply to the provisions of services pursuant to art. 1655 of the Italian Civil Code, apply (hereinafter “**Services**”) by the AENOVA Members located in Italy, and namely Haupt Pharma Latina S.r.l and Temmler Italia S.r.l. Unless otherwise agreed, only the respective Italian AENOVA Member ordering the respective goods or services (hereinafter “**AENOVA**”) becomes a contracting party. With acceptance of AENOVA’s order by the supplier or other contractor (hereinafter “**Supplier**”), at the latest by delivery of the ordered goods or the work or the service to AENOVA, Supplier accepts the exclusive applicability of these GTP, and they shall become an integral part of every agreement concluded. These GTP shall apply only in relation to commercial relationships by and between AENOVA and entrepreneurs, there expressly excluding the persons falling within the definition of “Consumer” (*Consumatore*) and/or “User” (*Utente*) set forth under Legislative Decree No. 206/2005.
- 1.2 Any deviating or additional conditions, or general terms and conditions of sale and delivery of the Supplier, or special license conditions (also for software including open source software) shall only be applicable subject to written confirmation by AENOVA. A general reference to any document containing the said deviating general terms and conditions and/or the unconditional acceptance of Supplier’s services or the payment of an invoice despite being aware of deviating conditions, does not constitute AENOVA’s acceptance of the applicability of such conditions.
- 1.3 Unless otherwise agreed, these GTP shall apply for any subsequent business with Supplier in the respectively current version at the date of AENOVA’s order, without AENOVA being under an obligation to refer to the latest version in each individual case. In this respect, the version valid at the time of the conclusion of the future order is decisive.
- 1.4 Individual agreements between AENOVA and Supplier shall take precedence over these GTP. For the purpose of proof of content, a written agreement with AENOVA and/or written acceptance by AENOVA shall be decisive.
- 1.5 Any legally relevant statements and notifications by Supplier, including but not limited to, setting deadlines, issuing reminders, notices of termination or withdrawal shall require the written form, unless otherwise specified in these GTP. If “written form” is required in these GTP, or if it is stipulated in these GTP that declarations of the parties are to be made “in writing”, then these written form requirements shall be satisfied in case: (i) any document signed by the relevant party in his own hand with original delivered in person or by registered mail with return receipt (*raccomandata con ricevuta di ritorno*) or with copy delivered by fax, certified electronic email (PEC) and/or electronic documents protected against editing (e.g. PDF files) or (ii) any document digitally signed (*firma digitale*) sent by email. However, the sending of a simple e-mail or other electronic message does not comply with the agreed written form. If “text form”

is required in these GTP, or if it is stipulated in these GTP that declarations of the parties are to be made “in text form”, then these text form requirements shall be satisfied in case of: (i) PEC (*posta elettronica certificata*) and/or electronic documents protected against editing (e.g. PDF files) and/or (ii) in case of simple email, even if they are not signed by hand or provided with a signature stamp or another printed or scanned signature.

- 1.6 If the nature of Supplier’s service or a respective agreement requires an explicit acceptance, any reference in these GTP to a delivery shall be understood as to refer to such acceptance instead.
- 1.7 Any references to the application of statutory provisions shall be for clarification purposes only. Even without such clarification, statutory provisions shall apply, unless they are modified in these GTC or explicitly excluded.

2. Conclusion of the contract

- 2.1 Orders by AENOVA may be placed as follows:
- (a) AENOVA may request the Supplier with an inquiry to submit a binding written offer. In its offer, the Supplier shall adhere exactly to the specifications of the inquiry and expressly point out any deviations. AENOVA shall not be obliged to accept this offer, but may, however, within thirty (30) calendar days from receipt of the offer, initiate an order referring to this offer and including these GTP.
- (b) AENOVA may submit an offer to conclude a contract to the Supplier by means of an express order including these GTP without prior inquiry.
- 2.2 Upon AENOVA’s order, a contract on the conditions of the order shall be concluded: (i) by means of an order confirmation from the Supplier which refers to AENOVA’s order and confirms it in all points, (ii) upon commencement of the Supplier’s performance of the services or (iii), in the cases of clause 2.1(a), after the expiry of seven (7) working days from receipt of the order by the Supplier, unless the Supplier objects to the order within this period. The earliest point in time in accordance with sentence 1 above marks the date of conclusion of the contract. Notwithstanding this, in the cases of clause 2.1(b), AENOVA shall no longer be bound to the order after the expiry of seven (7) working days from the Supplier’s receipt of the order. Until the date of the conclusion of the contract, AENOVA shall be entitled to change the respective order at any time. AENOVA shall only be bound by an order confirmation from the Supplier if it does not deviate from AENOVA’s order.
- 2.3 The Supplier undertakes to immediately check AENOVA’s order or inquiry for recognizable errors, ambiguities, incompleteness as well as unsuitability of the specification chosen by AENOVA, and to inform AENOVA immediately of any necessary changes or clarifications of the order. Oral subsidiary agreements to the order shall be recorded in writing.
- 2.4 All offers, cost estimates and order confirmations of the Supplier shall be prepared by the Supplier at its own expense.
- 2.5 A joint and several liability towards the Supplier of the other AENOVA Members not involved in the contract shall be excluded.

3. Place of performance, delivery dates, force majeure, contractual penalty for delay

- 3.1 Place of performance for deliveries of goods shall be the place of delivery named by AENOVA. If no place of delivery for the goods is specified in the order, the place of performance in case of doubt shall be AENOVA’s registered office or the relevant production site of the AENOVA Member, where delivery is clearly desired. Place of

performance for services shall be AENOVA's registered office, unless and insofar as nothing else arises from the nature of the matter.

- 3.2 The dates and terms of delivery agreed upon shall be binding and observed by the Supplier. The dates of delivery are deemed to be observed if the goods are delivered at the agreed time to the place of performance according to clause 3.1 in the agreed amount and quality.
- 3.3 In order to execute the contract, the Supplier shall be obliged to request from AENOVA in good time any documents that may have to be provided or any other agreed upon cooperative actions.
- 3.4 AENOVA's production schedules and warranties to its clients depend on Supplier delivering the goods and performing the services covered by the order on the required delivery schedule. Therefore, time is of essence as to all goods and services ordered.

If the Supplier is incapable of meeting the prescribed delivery deadline, it shall inform AENOVA in writing immediately after becoming aware of the delay in delivery.

In the case of a fixed-date transaction, AENOVA shall be entitled to exercise its rights in accordance with legal regulations (including, inter alia, art. 1457 of the Italian civil code), unless expressly agreed otherwise or a postponement of the delivery date is expressly agreed between the parties.

- 3.5 If the Supplier fails to effect delivery within the agreed delivery time (also following an agreed postponement according to Clause 3.4 above), AENOVA shall be entitled to: (i) recover from Supplier any expenditure reasonably incurred by AENOVA in connection with the delay or failure to supply, including but not limited to costs of containment, expedited or air freight, sorting, replacement, cure, cover or similar costs incurred; and (ii) demand from the Supplier payment of a **contractual penalty** in the amount of 0.3 % of the net order value per day, limited to a maximum amount of 5 % of the net order value, plus any further damages suffered by AENOVA as a consequence of said failure, unless Supplier is not responsible for the failure to meet the agreed delivery time. AENOVA reserves the right to assert claims for payment of a contractual penalty even if AENOVA does not explicitly reserve this right upon acceptance of the goods or services. The contractual penalty shall be set off against any claim for damages.
- 3.6 In the event of default on the part of the Supplier or any incomplete delivery of the goods, AENOVA shall be entitled to exercise all the legal remedies provided for by Italian law in case of breach of contracts.
- 3.7 Excess delivery or earlier delivery than agreed require AENOVA's prior written approval and any such deliveries without that prior approval will be treated as non-conforming goods.
- 3.8 For a default of acceptance of the delivery of the goods or the services by AENOVA, the provisions set forth under Sections 1206 and following of the Italian Civil Code shall apply.
- 3.9 The assertion of unforeseeable events, or of serious circumstances beyond the Supplier's control for which the Supplier is not responsible ("**Force Majeure**"), such as the outbreak of war, natural disasters, strikes, reactor accidents, epidemics or similar external circumstances which are unforeseeable and not related to any operational context and which lead to the non-fulfilment of agreed dates, deadlines or ordered delivery quantities shall only be of significance to AENOVA if these circumstances are reported to AENOVA in writing by the Supplier immediately after they become known. In this case, AENOVA shall be under no obligation to accept Supplier's performance and AENOVA reserves the right to withdraw from the order if the Force Majeure event lasts more than 30 (thirty) calendar days or if it could, based on Aenova's reasonable judgement,

significantly affect Aenova's operation or financial condition. In this case, AENOVA shall not owe the Supplier any sum whatsoever (e.g., compensation or any reimbursement of costs).

4. **Delivery, Packaging, commodity documents, minimum storage life**

- 4.1 Notwithstanding any other written agreements, Supplier's deliveries shall be **DDP** (Delivered, Duty Paid – Incoterms 2020) and **CI** (Cost, Insurance, Freight – Incoterms 2020) for sea freight goods.
- 4.2 Unless explicitly agreed otherwise, partial deliveries and advance deliveries shall only be permitted subject to AENOVA's explicit consent in text form according to Section 1.5 of these GTP. The same shall apply to deliveries over or under the agreed amount.
- 4.3 Notwithstanding any agreement to the contrary, acceptance of goods may only take place during business hours of AENOVA.
- 4.4 Unless otherwise agreed, the delivery shall be accompanied by the delivery note and all other documents required in this respect (such as (i) packing slips, (ii) test, conformity and analysis certificates in accordance with the agreed specification and (iii) all necessary product information, such as on composition, batch numbers and storage life, (iv) safety data sheets, processing instructions, labelling regulations, assembly instructions, industrial safety instructions, etc.) (hereinafter "**Commodity Documents**"). The delivery note shall also contain the complete information specified in clause 6.5, if known. The Commodity Documents shall be delivered with the goods on delivery and attached to the packaging of the goods or the pallet in a clearly visible document pocket – together with any necessary or legally required hazard or storage instructions.
- 4.5 The Supplier shall document the customs status of the goods in a legally binding manner and provide AENOVA with all necessary documents. The Supplier shall be liable, regardless of fault, for costs, damages, penalties, fees as well as taxes or additional expenses of any kind resulting from incorrect information provided by the Supplier.
- 4.6 The goods shall be packed and transported with packaging materials approved at the place of destination in such a way that transport damage is avoided. The goods shall be labelled in accordance with the statutory provisions applicable at the place of destination. The Supplier shall be liable for any damage resulting from improper packaging in accordance with the statutory provisions.
- 4.7 Insofar as the goods ordered by AENOVA serve the production of pharmaceutical and/or medical products, cosmetics and/or food supplements, each product delivered by the Supplier to the purchaser shall have a **minimum storage life** of at least 75% of the total minimum storage life on delivery.

5. **Prices**

- 5.1 Unless otherwise explicitly agreed in writing, the prices specified in an order shall be in Euros.
- 5.2 Unless otherwise agreed in writing, the prices specified in AENOVA's order shall be binding and fixed. They include all of Supplier's performances, including but not limited to, all ancillary costs such as packaging, insurance, delivery, customs duties, taxes, all official charges, expenses and licensing fees.
- 5.3 Prices shall be stated without Value-Added Tax (VAT). VAT, if any, shall be stated separately.

6. **Payment, prohibition of assignment and offsetting**

- 6.1 Unless otherwise agreed in writing, AENOVA shall neither make payments on account nor other advance payments.



- 6.2 Payment shall be made to the paying agent specified by the Supplier after proper receipt of the goods or proper performance of the service, inspection of the goods (including batch documentation), or acceptance of the services and receipt of a verifiable invoice. Possible payments shall not imply any recognition of the conditions and prices stated in the invoice and shall not affect AENOVA's rights due to improperly performed delivery/service, AENOVA's inspection rights and the right to object to an invoice for other reasons.
- 6.3 Unless otherwise agreed, AENOVA shall pay within 14 calendar days with 3% discount or within 60 calendar days after receipt of a proper invoice according to clause 6.5..
- 6.4 Supplier's invoices shall be issued on the date of dispatch. If agreed, the Supplier shall send the invoice electronically, unless the e-invoicing is mandatory according to the applicable law provisions. Each invoice may only concern services from one order. If the invoice is received later than the goods or if the batch documentation is not available on time, the later date of receipt of the invoice and the batch documentation shall be decisive for the calculation of the payment or discount period. If the goods are received later than the invoice or the batch documentation, the date of receipt of the goods shall apply for the calculation. AENOVA shall not be responsible for delays due to non-compliance with these requirements.
- 6.5 Invoices from the Supplier shall contain all legally required information according to Italian law and, in any case, the following information
- (a) Recipient and purchaser
 - (b) Order no. AENOVA;
 - (c) Material description and quantity;
 - (d) Material no. AENOVA;
 - (e) Statistical article no.;
 - (f) Number of delivered shipping boxes/containers;
 - (g) Gross and net weight;
 - (h) Date of completion, delivery, performance.
- 6.6 Insofar as services are rendered on a time and material basis, the Supplier shall be obliged to properly record all costs, expenses and working hours and to provide AENOVA with a proper statement for the expenses together with the invoice.
- 6.7 Supplier shall not be entitled to assign or pledge to third parties any claims arising from deliveries to AENOVA or other claims resulting from AENOVA's orders without the prior written consent of AENOVA (prohibition of assignment).
- 6.8 Any set-off or assertion of a right of retention by Supplier against claims disputed by AENOVA or claims which have not been legally established or which are not ready for decision shall not be permitted.
- 6.9 AENOVA shall not be liable to pay interest from the due date. For AENOVA to be in default, deviating from statutory provisions, a written reminder shall be sent in any case by Supplier. The provisions of statutory law shall apply to the amount of default interest.
- 7. Transfer of ownership, granting of rights of use**
- 7.1 Any retention of title of Supplier shall be excluded. Ownership of the goods delivered by Supplier shall be transferred to AENOVA upon their handover. In particular, any prolonged or extended retention of title shall be hereby excluded.
- 7.2 Reservations of the Supplier with regard to the granting of permanent rights of use to software delivered or created by the Supplier shall also be excluded. If AENOVA is to be granted permanent rights of use within the scope of an order, AENOVA shall receive these rights, in accordance with the agreement, when the software is handed over on a data carrier or made available for download or when the software is made available for the first time via data networks.
- 7.3 In any case, AENOVA shall be entitled to process, sell, or otherwise dispose the goods delivered without any further action being required, in particular without any approval or notification.
- 8. Bearing of risk**
- 8.1 Unless otherwise agreed, the Supplier shall bear the risk of accidental loss or deterioration of the goods in contracts for the procurement of goods until their delivery at the place of performance (clause 3.1). Until receipt of all documents relating to the goods (clause 4.4) the goods shall be stored at the Supplier's expense and risk.
- 8.2 Insofar as acceptance is provided for by law and/or contractually agreed, the transfer of risk shall take place upon acceptance. If a formal acceptance has been agreed upon, the transfer of risk shall not take place before AENOVA confirms the successful acceptance in the acceptance protocol. The payment of invoice amounts shall not replace the formal acceptance.
- 9. Warranty and warranty period, substitution, examination of goods upon receipt, audits**
- 9.1 Supplier warrants that the goods delivered or the services provided are free of material defects and deficiencies in title, labor, material, manufacture and design at the time the risk is transferred, in particular that they have the agreed quality, the warranted characteristics, correspond to the specifications prescribed by AENOVA and meet all other quality requirements demanded by AENOVA.
- 9.2 Supplier represents and warrants that: (i) it owns all rights necessary to enter into any order and/or contract pursuant to these GTP, (ii) it has all technical, financial and organizational capabilities to fulfill its obligations under any order and/or contract pursuant to these GTP, (iii) it will comply with any law or regulation applicable for the fulfillment of its obligations under any order and/or contract pursuant to these GTP (including any law on "liability for defective products"), (iv) it is responsible for obtaining and maintaining all relevant permits, licenses, authorizations and certifications as required, (v) no claim, lien, or action exists or is threatened against Supplier that may affect AENOVA's rights under or the ownership, use or sale of the goods delivered by AENOVA or its clients.
- 9.3 Supplier represents and warrants that the goods delivered and all services performed under any order and/or contract pursuant to these GTP shall (i) comply with all applicable standards, rules and regulations under any applicable law in any jurisdiction in which the goods (standalone or jointly with other products) are intended to be sold, including in relation to the environment, health, safety, packing, packaging, labelling, and employment; (ii) conform to the specifications, quality requirements and other requirements conveyed or agreed by AENOVA, (iii) be fit and sufficient for the purposes for which the goods are intended; (iv) be new, of good quality, free from defects or non-conformities in materials, formula, design, workmanship and performance.
- 9.4 Insofar as the goods ordered by AENOVA are used for the production of pharmaceuticals and/or medical products, cosmetics and/or food supplements, the "Requirements for the Quality, Packaging and Transport of Active Ingredients and Excipients for the Pharmaceutical Industry" drawn up by the World Health Organization in the currently valid version, as well as the applicable GxP and regulatory requirements of the manufacturer/country of origin of the goods and the competent regulatory authorities on a European and national level shall be fulfilled including but not limited to the Legislative Decree dated 24 April 2006 No. 2019, the Law dated 1 March 2002, No. 39 in the field of production and

- traceability of medicines; the Legislative Decree dated 21 May 2004, No. 169 concerning dietary supplements, the Regulation (EC) No 1223/2009 of the European Parliament and of the Council of 30 November 2009 in the field of cosmetics; the Regulation (EC) No. 178/2002 of the European Parliament and of the Council of 28 January 2002 governing principles of food law and food safety, as well as the relevant implementing regulations. In this case, if possible, each delivery should come from the same batch, i.e. represent a homogeneous unit. The batch number shall be permanently and clearly marked on each container and on each delivery note. If a delivery consists of several batches of the same product, all batch numbers shall be noted there. In all cases of continuous manufacturing processes, in which a batch-based recording is not possible, the Supplier shall ensure that the quality meets the specifications. The Supplier shall immediately inform AENOVA in writing of any forthcoming changes of which it is aware, or of any intended product changes or changes in manufacturing processes or analysis methods. Product changes include, for example, changes with regard to product quality, raw material quality and source, synthesis route including chemicals used, production plant size and type, production site, a significant change in batch size (more than 30%) as well as the outsourcing of production steps and/or analysis work.
- 9.5 In the absence of a quality agreement in accordance with clause 9.1, the Supplier warrants that (i) delivered goods are free of processing and material defects that reduce their value or suitability for the contractually presupposed or usual use or (ii) rendered services are suitable for the use presupposed in the contract or otherwise for the usual use and have a quality that is usual for services of the same type and that AENOVA may expect according to the type of service.
- 9.6 The Supplier further warrants that the goods delivered and services rendered comply with the relevant statutory provisions and regulations and guidelines of the authorities, professional associations and trade associations as well as the currently valid recognized rules of technology (hereinafter referred to as “**Rules**”). The Supplier also warrants that at the time of the passing of risk it is not aware of any imminent changes in the Rules.
- 9.7 Acceptance of a delivery by AENOVA shall at all times be subject to a quantity, quality and suitability check and checks on the warranted characteristics. AENOVA’s acceptance or use of or payment for the goods or services ordered does not diminish Supplier’s warranty obligations.
- 9.8 AENOVA’s duty to give notice of defects shall be governed by the statutory regulations subject to the following provision: in derogation to the statutory law, hidden defects may, without prejudice to the warranty period under clause 9.11, be reported within ten (10) working days after their discovery. Without prejudice to AENOVA’s further claims, in the event of weight deviations, the weight determined by AENOVA during the incoming inspection shall apply, unless the Supplier proves, by submitting suitable documents, that the weight calculated by it was correctly determined according to a generally accepted method at the time of the transfer of risk. The above shall apply accordingly to quantity deviations.
- 9.9 AENOVA may reject a large goods delivery in its entirety as defective, even if the goods are partially free of defects, if (a) a substantial part of the large goods delivery (at least 10%) is defective or (b) in the case of several similar or identical components, a substantial part (at least 10%) thereof is defective, whereby the notification of defects extends to all these components. In this regard, the shares of defective goods or components determined in AENOVA’s random quality checks shall be decisive.
- 9.10 In case of breach of any warranty provided under this clause 9, AENOVA shall have the right to the following remedies: (i) replacement of the goods, repair or re-performance of any non-conforming services as well as any other specific performance of the relevant obligation, (ii) reimbursement for all costs and losses as incurred by AENOVA due to non-conformity of goods or services, (iii) reduction of the purchase price (and/or, alternatively, request for the reimbursement of any portion of purchase price already paid), or (iv) termination of the contract, without prejudice to the right to seek for any damage suffered by AENOVA in connection with the breach by the Supplier to any of the provisions set forth hereunder. The foregoing remedies are in addition to, and not in lieu of, all other remedies available to AENOVA. The place of performance for the subsequent performance shall be the location of the goods or works. The subsequent performance shall be carried out immediately, but at the latest by the expiry of a reasonable deadline set by AENOVA, and free of charge for AENOVA. If applicable, it shall include the possible disassembly and removal of the defective item as well as the installation of the replacement delivery.
- 9.11 If the Supplier’s subsequent performance has failed and if a further attempt at subsequent performance is unreasonable for AENOVA (e.g. due to particular urgency, endangerment of operational safety or the threat of disproportionate damage), AENOVA may exercise its further warranty rights without setting a new deadline. Furthermore, AENOVA shall be entitled, without prejudice to further legal claims, to remedy the defects of the delivered goods or other services itself or through third parties at the Supplier’s expense or to make a covering purchase (“**Substitute Performance**”). AENOVA may demand an advance payment from the Supplier for the expenses necessary to remedy a defect. AENOVA reserves the right to demand compensation for damages in all cases.
- 9.12 Unless otherwise agreed, the **warranty period** shall be thirty-six (36) months. Insofar as a longer limitation period is provided by law, this period shall be decisive. The warranty period shall commence upon transfer of risk. It does not run in the period between a notice of defects and a rectification of defects. It shall also be suspended in the period between the Supplier’s receipt of a notice of defect until the Supplier declares that it rejects the claims, declares the defect to be eliminated or otherwise refuses to continue negotiations on AENOVA’s claims. AENOVA’s rights of recourse against the Supplier in the case of a purchase of consumer goods shall be subject to the statutory provisions.
- 9.13 If an ordered product must first be manufactured by the Supplier or if the Supplier is obliged to provide other services to AENOVA, AENOVA is entitled, after prior notification, to carry out quality and deadline audits at the Supplier’s or its subcontractors’ premises during normal business hours. Such control measures do not release the Supplier from the proper fulfilment of its contractual obligations, in particular from the obligation to deliver or manufacture a work in accordance with the contract and free of defects and from the obligation to properly monitor the persons whom he uses to perform his obligations.
- 10. Liability, indemnification, insurance**
- 10.1 Unless otherwise stated in these GTP including the following provisions, and without prejudice to the provisions set forth under clause 9.11, the Supplier shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with this GTP or statutory provisions.
- 10.2 In particular, the Supplier shall indemnify AENOVA, its affiliates, their respective clients, and their respective employees, officers, directors and agents on first request from and against all damages, losses, costs, expenses, claims, liabilities and other disadvantages,

both direct or indirect, resulting from or in connection with any third-party claims or demands for personal injury or death, property damage or economic loss, allegedly caused by or contributed by product defects, no matter on what legal basis, provided that the cause is attributable to the Supplier or within the Supplier's sphere of control and organization and that the Supplier is itself liable in the external relationship. This indemnification shall include all expenses that AENOVA necessarily incurs in connection with such a claim by third parties, in particular the reasonable costs of legal defense.

- 10.3 In connection therewith, Supplier shall also be obliged to reimburse AENOVA for any expenses incurred by the latter, and shall compensate damages suffered as a result of or in connection with a product defect or any field measure (e.g. recall measures, warnings) carried out in relation to such a product defect. This shall also apply to precautionary field measures, if and insofar as these were appropriate according to objective standards. AENOVA shall inform Supplier to the extent possible and reasonable about the content and scope of any field measure to be carried out and give it the opportunity to comment thereon.
- 10.4 The Supplier must take out **liability insurance** for the goods and/or services delivered by it and the associated risks at conditions customary in the industry and in a sufficient amount, but at least in accordance with legal requirements, to be maintained during the term of the contract, and to provide AENOVA with corresponding written proof of insurance upon request.
- 10.5 Further claims by AENOVA shall remain unaffected.

11. Property rights and rights of use

- 11.1 Supplier guarantees that the delivery and usage of the delivered goods [and/or services] does not infringe any third parties' intellectual/industrial property rights (such as, by way of example and without limitations, trade secrets, patents, copyright, design, trademark or name rights) or applications thereof. Supplier shall indemnify and hold harmless AENOVA and its customers upon written request against any third-party claims resulting from any infringement of such property rights unless it has informed AENOVA in writing of a possible infringement of property rights before the conclusion of the contract. Any license fees, expenses and costs incurred by AENOVA in this connection, including the reasonable costs of a necessary legal defense and possible compensation for damages, shall be borne by the Supplier.
- 11.2 If the Supplier has been commissioned by AENOVA to develop certain ideas, concepts, drafts or designs for AENOVA, the following shall apply: In this respect AENOVA will be the exclusive owner of all the rights, that, in any case, if needed, the Supplier shall transfer to AENOVA, related to the mentioned ideas, concepts, drafts or designs including, by way of example and without limitations, of all the rights to use, publish, distribute, reproduce, edit, transfer to third parties and otherwise exploit the mentioned ideas, concepts, drafts or designs. The rights above shall extend to all types of use. The aforementioned granting of rights shall be settled with the price paid by AENOVA in each case.
- 11.3 If the object of a delivery is software or if delivered goods contain software, or if Supplier's services consist of or include the adaptation or creation of software, the following shall apply: To this extent, the Supplier shall transfer to AENOVA the exclusive full ownership of all the rights related to the mentioned software, including, by way of example and without limitations, the rights, (i) to reproduce the software permanently or temporarily, in whole or in part, by any means and in any form, (ii) to translate, process, arrange or otherwise modify the software, including the right to reproduce the results achieved to the aforementioned extent, (iii) to distribute the software

or copies of the software in any form, including the right to rent out the software, (iv) to make available the software to the public by wire or wireless means, including the right to make the software available to the public in such a way that it is accessible to members of the public from places and at times of their choice. The rights transferred above shall extend to all types of use. The rights transferred to AENOVA under this provision shall expressly include the right to transfer to third parties. The aforementioned transfer of rights to AENOVA shall be settled with the price paid by AENOVA in each case.

12. Subcontractors

The order may only be passed on to third parties with the prior consent of AENOVA in text form according to clause 1.5. In this case the Supplier shall ensure that the subcontractor complies with the obligations described in these GTP. However, the Supplier shall remain in any case fully liable in relation to the performance by any subcontractor of the obligations described in these GTP.

13. Property and copyright of know-how and documents, confidentiality

- 13.1 AENOVA reserves all property rights and copyrights to all documents – in any form whatsoever – in particular to drawings, plans, sketches, illustrations, samples, calculations (hereinafter referred to as “**Documents**”), and the know-how embodied therein, which are made available to the Supplier for the performance of services and/or for the supply of goods. They may not be made accessible to third parties or duplicated without AENOVA's express approval in text form and may only be used for the contractually agreed purpose.
- 13.2 The Supplier shall be obliged to treat all confidential information received from AENOVA or another AENOVA Member on the occasion of the business relationship with AENOVA as strictly confidential during the cooperation and also afterwards (see clause 13.9). “**Confidential Information**” within the meaning of these GTP shall mean:
 - (a) All information of AENOVA and the AENOVA Group, regardless of its nature, which is directly or indirectly disclosed to the Supplier, its legal representatives, employees, consultants or other representatives as well as the companies affiliated with it within the scope of the cooperation, or which becomes known within the scope of the cooperation, regardless of how the respective information is embodied, in which way the communication or knowledge takes place (e.g. verbally, in writing, electronically or in any other way) or whether it is expressly marked as being subject to secrecy or confidential;
 - (b) in particular all business, financial, technical or other information, especially business plans, customer, employee or supplier data, price lists, market studies, inventions, company secrets, business models, concepts, designs, patents, pending patents, offers and answers to offers and all other information requiring secrecy, including know-how, industrial property rights and other intellectual property, descriptions, instructions, processes, recipes, systems, programs, measurement and control technology, methods, techniques, work instructions, development and research data, software as well as products, components or parts of products which do not correspond to the series status and/or are generally available on the market (e.g. prototypes, samples, drafts)
- 13.3 Confidential Information shall not include such information for which the Supplier can prove that it

- (a) was already generally public at the time of disclosure by AENOVA or was already known to the Supplier or subsequently became generally public, without the Supplier being responsible;
 - (b) is lawfully and without obligation of confidentiality communicated or made available to the Supplier by a third party, provided that the third party – to the Supplier’s knowledge – does not breach its own obligation of secrecy when the information is transferred;
 - (c) has been obtained independently by the Supplier and without breach of any confidentiality obligation and/or recourse to the Confidential Information; or
 - (d) has been released in writing by AENOVA.
- 13.4 In particular, the Supplier undertakes to use the Confidential Information exclusively for the performance of the contract, not to use it for other commercial purposes and not to make it the subject of industrial property rights. Furthermore, the Supplier shall make the Confidential Information accessible only to those employees who are required for the proper performance of the contract and who are subject to a corresponding confidentiality obligation. The Supplier shall take all necessary and appropriate precautions and measures to ensure that the Confidential Information obtained is effectively protected at all times against loss and against unauthorized access, and, in particular, that it is not passed on to unauthorized third parties or made accessible in any other way. If the Supplier uses sub-contractors or third parties for the purpose of rendering services or discloses Confidential Information to its external consultants, it shall ensure that these are also subject to the obligations set out in this clause 13 or are obliged to maintain secrecy by law.
- 13.5 The Supplier may only refer to its business relationship with AENOVA upon AENOVA’s consent in text form.
- 13.6 The Supplier shall have the right to disclose any Confidential Information if it is obliged to do so by law or by a court or official order, provided that the Supplier has notified AENOVA of this disclosure in writing in advance, insofar as legally permissible, and takes reasonable and lawful measures to prevent the disclosure and/or to minimize its extent.
- 13.7 AENOVA may demand the **return** of documents and Confidential Information, in embodied and/or electronic form, if these are no longer required by the Supplier in the ordinary course of business or if no contract is concluded with the Supplier. The Supplier shall have no right of retention to the documents and Confidential Information. In this case, any copies are either to be destroyed or also handed over, at AENOVA’s discretion. If the copies are to be destroyed, the Supplier shall, at AENOVA’s request, prove the proper and data protection-compliant destruction by submitting suitable documents within ten (10) working days. This shall also apply to any subcontractors of the Supplier.
- 13.8 Clause 13.7 shall not apply to routinely made backup copies of electronic data traffic, and if Confidential Information and/or copies thereof must be retained under mandatory law. In this case, such Confidential Information and/or copies thereof shall be subject to an unlimited obligation of confidentiality in accordance with the provisions of this clause 13, unless they are returned or destroyed.
- 13.9 After termination of the contractual relationship, the obligation to maintain secrecy shall continue for a further five (5) years, subject to any legal obligation to maintain secrecy extending beyond this period.
- 14. Data protection**
- 14.1 With reference to the personal data relating to the Supplier, AENOVA, as data controller pursuant to Legislative Decree 196/2003 ("Privacy Code") and EU Reg. 679/2016 ("GDPR"), informs the Supplier that the personal data relating to the same and acquired during the signing and execution of these GTP will be processed for: (i) the execution and management of the contractual relationship; (ii) the fulfillment of legal obligations and/or regulations; (iii) administrative and accounting purposes, including checking solvency, consulting public directories and/or authorized suppliers; (iv) protection of the legitimate rights and interests of AENOVA or of third parties, management of disputes, complaints, disputes, transactions, credit recovery activities. The legal basis for the processing of the Supplier’s personal data for the aforementioned purposes is the execution and management of these GTP and the relevant Orders, as well as the pursuit of the legitimate interests of AENOVA and/or third parties (e.g. other companies of AENOVA group) and fulfillment of legal or regulatory obligations. Therefore, the processing of data for these purposes does not require the consent of the Supplier and their failure to provide it makes it impossible to conclude and execute these GTP and the relevant Orders. The Supplier’s data may be communicated, within or outside the EU, to affiliated companies and/or entities of the AENOVA group, subjects who provide services to AENOVA, as well as subjects entitled by law to receive the data. These subjects will use the data as autonomous data controllers or data processors, when appointed by AENOVA pursuant to the GDPR. Personal data may also be accessed and processed by AENOVA’s personnel as authorized persons. In the case of transfers of personal data outside the EU, AENOVA adopts the measures provided for by the Privacy Code and the GDPR to legitimize these transfers, including the stipulation of specific Data Transfer Agreements incorporating the standard contractual clauses approved by the European Commission. The Supplier can obtain more information on these non-EU countries and transfers by contacting AENOVA contact details. The data will be kept for the entire duration of contractual relationship, after which it will be kept for the fulfillment of any necessity related or deriving from the conclusion of these GTP and the relevant Orders, also connected to legal obligations and the statutory limitation periods. Furthermore, the data may be kept for longer periods of time for analysis and statistics purposes only, in anonymous and aggregate mode. In the cases provided for by the law, the Supplier may exercise the rights referred to in Articles 15-22 of the GDPR, including access to data, rectification, cancellation, limitation of processing, data portability or transmission of the data to another data controller, as well as the right to object in whole or in part, for legitimate reasons, to the processing of data and propose a complaint to the Italian Data Protection Authority. The exercise of the aforementioned rights can take place by sending a request to AENOVA’s contact details.
- 14.2 The Supplier undertakes to ensure at all times that the respectively applicable data protection laws (such as the GDPR and the Privacy Code) are complied with and that any personal data of AENOVA’s employees is processed exclusively for the performance of the contract, unless any other processing is legally permissible. Furthermore, the Supplier shall undertake to delete the data after the purpose associated with the processing has been fulfilled, insofar as no legal obligations to provide proof or to retain data apply.
- 15. Compliance and Code of Conduct**
- 15.1 The Supplier shall comply with all applicable national and international laws, rules and regulations as well as standards and orders in connection with the performance of the Orders and these GTP, including all applicable laws, rules and regulations on international trade, such as export bans, import and export controls and sanctioned party lists (lists which list all persons and companies with whom no trade may be conducted) and in particular all applicable anti-corruption and minimum wage laws.



- 15.2 The Supplier expressly guarantees that it is entitled to dispose of all goods or to render the services, including the right to grant AENOVA copyright usage rights. The Supplier shall possess all licenses, permits, end consumer certificates and other documents that are required to fulfil its obligations in the country of origin, transit and destination and shall immediately inform AENOVA of any legal restrictions.
- 15.3 As regards to the provisions on the administrative liability of legal entities, companies and associations pursuant to Legislative Decree 231/2001, the Supplier hereby declares that it has been informed that AENOVA has implemented the Organizational Model pursuant to the aforesaid decree and that it has read and agrees with the principles of AENOVA "Code of Conduct" (the "**Code of Conduct**") as available on AENOVA's website on the following link:
<https://www.aenova-group.com/en/privacy/code-of-conduct>
Please choose the applicable Code of Conduct.
- 15.4 The Supplier undertakes, in the performance of its contractual obligations to comply with - and ensure that its directors, officers and personnel comply with - the terms of the Code of Conduct.
- 15.5 The Supplier also undertakes to report to AENOVA's Supervisory Body (*Organismo di Vigilanza*) any breach of the Code of Conduct and/or of AENOVA Organizational Model, as well as the opening of any criminal proceedings against the Supplier, for any crime that may be relevant for the purposes of the application of Legislative Decree 231/2001.
- 15.6 Breach of the provisions set out in Legislative Decree 231/2001 as a consequence of which legal proceedings aimed at assessing their relevance pursuant to Legislative Decree 231/2001 are commenced, shall entitle AENOVA to terminate the contract with immediate effect.

16. Applicable law, place of jurisdiction, other final provisions

- 16.1 Nothing in these GTP shall be understood to mean that the Supplier acts as AENOVA's authorized representative (or vice versa), or that both parties wish to enter into a partnership, joint venture, an agency or other employment relationship.
- 16.2 These GTP shall be governed exclusively by the laws of Italy, with express exclusion of the UN Convention on Contracts for the International Sale of Goods (CSIG) as well as Italian provisions on conflict of laws.
- 16.3 The Court of Milan (Italy) shall have exclusive jurisdiction with regard to any disputes arising from the application, interpretation and/or implementation of these GTP and the respective agreements concluded with respect to the orders of AENOVA. Furthermore, AENOVA shall be entitled to bring an action before the court with substantive jurisdiction at the Supplier's place of business.
- 16.4 Should any of the provisions in these GTP or in any other agreement be invalid or unenforceable in whole or in part, or should there be a regulatory gap, the validity of the remaining provisions shall remain unaffected thereby.

March 2021

Supplier hereby declares to have carefully read and to accept these GTP.

In acceptance thereof:

Supplier

(Please see also signature in next column)

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, Supplier declares hereby to expressly accept clauses 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 15 of these GTP.

In acceptance thereof:

Supplier
