

WESTROCK EUROPE  
TERMS AND CONDITIONS OF PURCHASE (ITALY) (“CONDITIONS”)

In the context of these Conditions:

“**Company**” means the company which issues an Order.

“**Contract**” means a contract formed between the Supplier and the Company pursuant to an Order.

“**Goods**” means the articles, equipment, machinery, tooling, materials or other items described in the Order.

“**Industry Standards**” means the legislation, rules and regulations including codes of practice and conduct in force from time to time relating to the provision of the Goods and Services under the Contract including in particular those relating to health and safety.

“**Intellectual Property Rights**” means any patent, design right (registered or unregistered), copyright, database right, trade mark or service mark, domain name, know-how, utility model, or other industrial, intellectual property, or similar right subsisting in any part of the world including any application for the same.

“**Order**” means an instruction placed by the Company for any Goods or Services which shall incorporate or be deemed to incorporate these Conditions.

“**Services**” means the work and services that are the subject of the Order.

“**Specification**” means the description, specification, quantity, quality standards, scope or timescale for delivery of the Goods or Services as agreed between the Company and the Supplier (including the description contained in the Order).

“**Supplier**” means a supplier, contractor or manufacturer or any other person who receives an Order from the Company.

Unless otherwise agreed in writing between the Company and the Supplier, these Conditions shall apply to and govern any Contract between the Company and the Supplier to the exclusion of all other terms and conditions (including any terms or conditions which the Supplier purports to apply that are contained or referred to in any quotation, confirmation of order or other correspondence or documentation or any inconsistent terms or conditions which may be implied by law, trade, custom, practice or course of dealing, unless to the extent they cannot be excluded under mandatory law).

**1. ORDER**

- (a) An Order constitutes an offer on the part of the Company to purchase the Goods or Services subject to these Conditions. Orders shall be deemed to have been accepted by the Supplier upon receipt by the Supplier or when the Supplier actually commences performance of the Order (if earlier).
- (b) In the event of a conflict between the Order, a Specification and/or these Conditions, these Conditions will prevail and then the Order and then the Specification, unless there is specific wording in a particular provision of the Order and/or Specification stating that the terms of that provision will prevail.

**2. DELIVERY AND PERFORMANCE OF CONTRACT**

- (a) Unless otherwise agreed in writing between the Company and the Supplier, delivery shall be made DDP (Incoterms 2020), to the trading address from which the Order was sent.
- (b) All Goods must be properly and suitably packed and any loss or damage arising from or due to defective or faulty or insufficient packing shall be the responsibility of the Supplier.
- (c) The Company shall not accept charges for cases, packages, or containers of any description.
- (d) The Company will not bear the cost of unloading the Supplier’s plant, equipment and materials necessary to deliver the Goods or to perform the Services at the place of delivery.
- (e) The Supplier shall insure the Goods until such time as the Goods are unloaded and placed in the final location at the delivery site. Title to the Goods shall pass to the Company on the earlier of payment for or delivery of the Goods. Risk in the Goods shall pass to the Company on delivery of the Goods.
- (f) The Supplier shall keep insured and be responsible for any plant, equipment, materials or other items brought onto the Company’s site for delivery of the Goods or performance of the Services.
- (g) Time for performance by the Supplier shall be of the essence of the Contract.
- (h) All Goods supplied shall be accompanied by a delivery note and a duplicate thereof and a separate invoice shall be posted or otherwise sent to the Company at the time of the despatch of such Goods. All delivery notes and invoices shall quote or make reference to the Order number. Invoices relating to the supply of Services shall be despatched on completion of the Services.
- (i) Where the Company agrees to accept delivery by instalments, the Contract shall be construed as a single contract in respect of each instalment. Failure by the Supplier to deliver any one instalment shall entitle the Company at its option to treat the whole Contract as repudiated.
- (j) The Company may at any time make changes in writing relating to the Order, including changes in the Specification (including quantities), method of shipment, packing or time or place of delivery. If such changes result in an increase in cost of, or time required for, performance of the Contract, an equitable adjustment will be made to the price, delivery schedule or both. Any such claim or adjustment must be approved by the Company in writing before the Supplier proceeds with such changes.

**3. PRICE**

- (a) Unless otherwise agreed in writing, the price of the Goods and/or Services shall be inclusive of all costs and charges including without limitation those in relation to loading, unloading, delivery, insurance, packaging, customs clearance procedures and all import and export duties.
- (b) No variation in price will be accepted unless reasonable written notice has been given to the Company of such variation and the Company’s written approval has been obtained thereto prior to execution of the Order.
- (c) Where Goods and Services are subject to Value Added Tax or other sales tax the amount legally demandable is to be rendered as a separate item of account and if required by the Company the Supplier will produce bona fide evidence of the amount paid or payable in respect thereof.
- (d) The Company reserves the right to deduct from any invoices due or becoming due to the Supplier any monies due from the Supplier to the Company in respect of this Contract or any other contract between the Supplier and the Company.

**4. PAYMENT**

- (a) All invoices in respect of Goods supplied or Services rendered must be submitted to the Company to arrive on delivery of the Goods or completion of the Services and in any event not later than 30 days thereafter.
- (b) Unless otherwise agreed to in writing or earlier payment is required under applicable mandatory law, payment for Goods supplied or Services rendered will be made 60 days from the latest to occur of (a) receipt by the Company of the Supplier’s invoice; (ii) receipt of the Goods or Services by the Company; or (iii) acceptance of the Goods or Services by the Company as provided for in the Contract.
- (c) The Company shall be entitled to late payment interest to the extent provided for by Legislative Decree 231/2002 from the day following the expiry of the deadline for payment.

**5. SUPPLIER’S OBLIGATIONS**

- (a) Unless otherwise agreed in writing, the Supplier warrants that all Goods and Services will be supplied to and comply in all respects for 12 months from the date of delivery with the Specification. The Supplier warrants that all Goods will for 12 months from the date of delivery be of the highest quality, free of defects in workmanship and materials and fit for the purpose made known to the Supplier expressly or by implication by the nature of the Goods. The Supplier warrants that all Services shall be carried out by suitably qualified personnel with reasonable care and skill and in a timely manner within the specific timescale agreed with the Company. The Supplier hereby assigns to the Company any warranties or guaranties provided by each manufacturer or each Supplier of products incorporated into the Goods and Services provided by the Supplier hereunder, but such third party warranties will not remove or replace the Supplier’s direct warranty obligations to the Company under these Conditions, and the Company may hold the Supplier responsible for performance of such warranties.
- (b) The Company reserves the right to reject any Goods or Services which do not conform to the Specification or otherwise meet the standards expected of the Goods or Services as required in these Conditions. Where the Goods are in the nature of machinery or equipment, no acceptance shall be deemed to have taken place unless and until all acceptance criteria as specified by the Company to the Supplier and/or acceptance tests are fulfilled to the satisfaction of the Company.
- (c) The Company may return rejected Goods to the Supplier at the Supplier’s risk and expense. If the Company rejects any Goods or Services, unless replacement Goods or Services can be provided within a timescale acceptable to the Company, the Company shall be entitled to terminate the Contract and the Supplier shall immediately refund monies (if any) already paid to the Supplier. Any action taken in this regard shall be without prejudice to any other rights or remedies that the Company may otherwise have.
- (d) All Goods in the nature of machinery or equipment shall be CE or CA marked (as applicable) and comply with all relevant laws, regulations and standards applicable to such Goods. Date of manufacture and serial number of such Goods shall be clearly displayed on the Goods. In addition, all such Goods shall be accompanied by all relevant operating manuals, documentation and information which would enable the Company to properly use, operate or maintain such Goods in accordance with all relevant legislations, in particular but without limitation, health and safety legislation.
- (e) The Supplier shall ensure that all Services, if to be performed on the Company site, are performed in accordance with all applicable health and safety laws and regulations, the Company’s health and safety policy as amended by the Company from time to time (the “Company’s Regulations for Contractors”) and other on-site requirements made known to the Supplier.
- (f) The Supplier shall ensure that it has and will maintain in full force and effect for the longer of the term of the Contract or any applicable warranty period all relevant insurance coverages in the appropriate amounts required to cover any potential liabilities under these Conditions, including the following insurance coverages. If so required by the Company, the Supplier shall provide details of its insurance cover together with all evidence reasonably necessary to show that all premiums have been paid up to date:
- (i) Statutory worker’s compensation and/or employer’s liability insurance in accordance with all statutory requirements;

- (ii) Commercial General Liability Insurance with a minimum limit of liability of not less than Five Million Dollars (\$5,000,000) per occurrence providing coverage for bodily or personal injury (including death), property damage and contractual liability.
- (iii) Automobile Liability Insurance covering any vehicle used in the performance of these Conditions, with a minimum combined single limit of liability of not less than One Million Dollars (\$1,000,000) per occurrence.
- (iv) Cyber Risk Insurance with a minimum limit of liability of not less than Five Million Dollars (\$5,000,000) per occurrence. Such insurance shall name Company and its affiliates and subsidiaries, and their respective officers, directors, managers, employees, agents and assigns as additional insureds for cyber-related incidents resulting in loss or damage to third parties arising out of Supplier's Goods or Services provided under these Conditions.
- (v) Technology Errors & Omissions Insurance with a minimum limit of liability of not less than Five Million Dollars (\$5,000,000) per occurrence.
- (vi) Professional Liability/Errors & Omissions Insurance with a minimum limit of liability of not less than Two Million Dollars (\$2,000,000) per occurrence.

Excess umbrella liability coverage may be employed if underlying limits do not meet the requirements above. Supplier shall, and Supplier shall cause its respective insurance carriers to, waive all rights of subrogation against the Company and its affiliates and subsidiaries, and their respective officers, directors, managers, employees, agents and name the Company as an additional insured as primary coverage without the right to contribution from any of the Company's insurance. All insurance must be purchased through an insurance company with a minimum A.M. Best financial rating of "A-", size "VIII" and all of the above provisions endorsed to the policy, prior to the admittance of Supplier to a Company site, commencement of Services or delivery of Goods, whichever is earlier. Such evidence will include a current certificate of insurance which references all provisions as set forth herein. In the event any of the insurance coverages set forth herein are cancelled, terminated, nonrenewed or materially changed then Supplier shall provide the Company with no less than thirty (30) days advance written notice of such event. Furthermore, it shall be the sole and exclusive responsibility of Supplier to ensure all of its subcontractors are compliant with the insurance requirements as set forth herein.

- (g) The Supplier warrants that it has all the required qualifications, licences, consents, approvals and authority to supply the Goods or Services under these Conditions, including (but not limited to) any legislation or regulations governing the exportation of Goods from the country of origin and the importation of Goods into the delivery destination (if applicable).
- (h) As and when requested to do so by the Company, the Supplier must provide the Company with proof that any particular Goods have been delivered to the Company. Such requirement shall remain in force for a period of twelve months after each delivery.
- (i) Where at any time the Supplier enters upon the Company's site to carry out any Services, the Supplier must ensure that the work sheets relating to any such works to be carried out shall be approved and signed by the site supervising officer, as defined in the Company's Regulations for Contractors, prior to the Supplier commencing any Services.
- (j) The Supplier warrants and guarantees that the Goods comply in particular with the provisions of (EC) Regulation No. 1907/2006 on the registration, valuation, licensing and restriction of chemical substances ("REACH Regulation"). In particular, the Supplier shall be solely responsible for the fact that the substances contained in the Goods, insofar as necessary under the REACH Regulation, were pre-registered and/or registered after expiry of the transition periods and that the Company was provided with safety datasheets corresponding to the REACH Regulation with corresponding purpose of use and/or the necessary information according to Art. 32 REACH Regulation. If the Supplier supplies Goods in the sense of Art. 3 REACH Regulation, the Supplier shall also be responsible for complying with its obligation to pass on certain information according to Art. 33 REACH Regulation. Compliance with the "REACH provisions" does not however release the Supplier from the general duty to inform the Company immediately and appropriately regarding all changes to the Goods in question.
- (k) As a condition to doing business with the Company, the Company requires the Supplier to comply at all times with its Principles of Conduct (the "Principles"), which are incorporated herein by reference and are available at <https://www.westrock.com/-/media/pdf/policies/supplier-principles-of-conduct-pdf.pdf>. The Supplier shall conduct its business in compliance with the Principles and agrees to require its subcontractors and suppliers who manufacture Goods or components of the Goods or provide services for the Company to abide by the Principles.

## 6. COMPANY'S REMEDIES

- (a) Without prejudice to any other right or remedy which the Company may have, if any Goods or Services are not supplied in accordance with, or the Supplier fails to comply with, any of the terms of the Contract, the Company shall be entitled to exercise any one or more of the following remedies at its discretion, whether or not any part of the Goods or Services has been accepted by the Company:
  - (i) to rescind the Order;
  - (ii) to reject the Goods and/or Services (in whole or in part) and in the case of Goods return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Goods so returned shall be paid forthwith by the Supplier;
  - (iii) at the Company's option to give the Supplier the opportunity (at the Supplier's expense) either to remedy any defect in the Goods or Services or to supply replacement Goods or Services and/or carry out any other necessary work (at no extra cost to the Company) to ensure that the terms of the Contract are fulfilled;
  - (iv) to refuse, without liability, to accept any further deliveries of the Goods or provision of Services;
  - (v) to carry out, or engage a third party to carry out, at the Supplier's expense, any work necessary to complete the Services or make the Goods or Services comply with the Contract; and/or
  - (vi) to claim damages against the Supplier.

## 7. COMPLIANCE WITH LAW, INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- (a) The Supplier warrants that the design, construction, quality, and manner of manufacture of any Goods to be supplied shall comply in all respects with all relevant legislation and regulations which are in force at the time and further that the sale, distribution, offer for sale, use or possession of the Goods by the Company or results of the Services will not infringe any third party Intellectual Property Rights.
- (b) Save in respect of the Supplier's pre-existing proprietary intellectual property, all Intellectual Property Rights created or acquired in the course of or as a result of performance of the Contract shall, from the date of creation or acquisition by the Supplier belong to the Company and the Supplier hereby undertakes (at the Company's request) to do all such acts or deeds or execute all such documents and deeds as may be required by the Company to give effect to this Condition 7(b).
- (c) The Supplier hereby grants or shall procure, the grant to the Company of an irrevocable, transferable, royalty free, non-exclusive licence at no extra cost under any Intellectual Property Rights which are incorporated or utilised in any Goods or Services provided for the purposes of the Company's manufacture, distribution, offer for sale, and sale of its products and/or for obtaining the full use and benefit of the Goods or the Services.
- (d) All materials including any Specifications supplied by the Company (and any copies thereof) shall remain the Company's property and shall only be used for the purposes of the Contract, shall be treated as strictly confidential and shall be returned immediately to the Company on request by the Company at the Supplier's sole risk and expense.
- (e) The Supplier shall keep confidential and shall not without the consent of the Company disclose to any third party the terms or existence of the Contract or any other information of a confidential or sensitive nature of the Company ("Confidential Information"). For the avoidance of doubt, the Specification together with all designs, data, drawings and other technical information which may be supplied shall comprise confidential information of the Company for this purpose. The Supplier shall not use any Confidential Information for any purpose other than for the proper performance of the Contract. This obligation shall not apply to information which the Supplier becomes bound to disclose under rules of any governmental or regulatory body, to the extent of the required disclosure, and provided that the Supplier will provide the Company with prompt prior written notice of such requirements to the extent legally permitted so that the Company may seek a protective order or other appropriate remedy.
- (f) The Supplier shall at all times comply with all applicable laws, statutes and regulations including those relating to anti-bribery, anti-corruption, anti-slavery and human trafficking and anti-tax evasion (including but not limited to UK Bribery Act 2010, U.S. Foreign and Corrupt Practices Act 1977 ("FCPA"), UK Criminal Finances Act 2017 and UK Modern Slavery Act 2015 and/or the relevant equivalent legislation in country of Company) and shall have in place at all times adequate procedures to ensure its compliance with all such applicable laws. The Supplier shall also comply with all International Labour Organisation Conventions and Recommendations with regard to all those it engages as employees and/or workers in other capacities. The Supplier shall not engage in any bribery, kickbacks, collusive bidding, price fixing, tax evasion or other unfair trade practices. The Supplier (and its partners, employees, representatives and agents), and the Goods and Services being directly or indirectly provided by the Supplier, shall comply with the FCPA and the applicable anti-bribery and anti-corruption laws of any country outside the United States applicable with respect to the Goods and Service and the Supplier's performance hereunder or in which the Supplier will provide Goods or perform Services ("Corrupt Practice Laws"). If the Supplier learns of or has reason to know of any payment, offer or agreement relating to the Goods and Services that is contemplated or that has occurred and that represents or could represent a violation of the FCPA or Corrupt Practices Laws, the Supplier shall immediately advise the Company's General Counsel, in writing, at 1000 Abernathy Road NE, Atlanta, Georgia 30328. The Company shall be permitted to take reasonable steps to avoid, mitigate or investigate such an actual or potential violation of the FCPA or Corrupt Practices Laws, which may include reviewing Supplier's books and records and auditing for these purposes at any time upon reasonable notice. The Company may disclose these Conditions and any information that it obtains hereunder to any government agency, regulatory authority or other persons that it has determined, in its discretion, have a need for such information. In addition to the foregoing, while the Goods and Services are being provided, the Supplier must promptly notify the Company in writing upon learning or forming a reasonable belief that the Supplier, directly or through any agent or service provider, paid any bribe that is punishable under the FCPA (or would be if the Supplier was subject to that statute) or Corrupt Practices Laws. The preceding sentence applies to the Supplier's conduct irrespective of whether the bribe in question relates to or benefits the Goods and Services or Company; however, the provision of such advice shall not represent a breach hereunder unless the actual or suspected bribe relates to the Goods and Services contemplated hereunder. The Supplier shall ensure that any subcontractors, representatives and agents acting on behalf of the Supplier with respect to the Goods and Services or the Supplier's performance hereunder or otherwise for the benefit of the Company shall agree in writing to the terms of this Condition. Neither the Supplier nor any subcontractor, representative or agent of the Supplier may interact with any government agency on behalf of the Company without the prior written approval of the Company.

## 8. INDEMNITY

The Supplier will indemnify the Company from and against all and any loss, damage, costs and expenses suffered or incurred by the Company resulting from:

- (i) a breach of the Contract by the Supplier;
- (ii) any negligence, act, or omission of the Supplier in performing the Contract, or on or in relation to any premises of the Company;
- (iii) any failure of the Goods or Services to comply with the requirements of the Contract;

- (iv) any breach of a warranty or representation in relation to the Goods or Services;
- (v) any loss or damage to property or any liability to any person for loss or damage to property;
- (vi) any loss of profit, bargain, business, revenue, contract, use or goodwill, or any liability to any third party in respect of any such losses;
- (vii) any liability arising under applicable consumer protection or product safety laws or regulations and/or due to the violation of any other law by the Supplier;
- (viii) any breach of the Supplier's confidentiality obligations as set out in Condition 7(d) and (e); and/or
- (ix) any liability from claims brought against the Company by a third party due to non-compliance with the law or infringement of Intellectual Property Rights as set out in Condition 7.

**9. TERM and TERMINATION**

- (a) The Contract shall commence from the date that an Order is accepted or deemed accepted by the Supplier in accordance with Condition 1(a).
- (b) Any Order may be cancelled (and Contract terminated) at any time by the Company giving the Supplier reasonable notice in writing. A just price, to be determined by the Company acting reasonably, shall be paid for any work in progress or Goods delivered at the time of cancellation and subsequently received by the Company or Services rendered before the time of cancellation. Otherwise the Company shall not be liable to the Supplier for any other loss, costs, expenses and other charges whatsoever resulting from such cancellation.
- (c) The provisions of this Condition 9 are without prejudice to any other rights of termination of the Company set out in these Conditions.
- (d) Notwithstanding any provision of the Contract to the contrary, the provisions of Conditions 5, 6, 7, 8 and 10, and any other Conditions which expressly or impliedly survive expiry or termination of the Contract for any reason whatsoever, shall continue in full force and effect after expiry or termination.

**10. OTHER**

- (a) Each party undertakes to comply with all applicable data protection legislation, including the EU General Data Protection Regulation ("GDPR") 2016/679 as well as any applicable national implementing and supplementing laws, and to ensure compliance with such legislation by its personnel, agents, representatives and subcontractors. This condition is in addition to and does not relieve, remove or replace either party's obligations, rights or liabilities under such legislation. Each party shall comply with the obligations of a "controller" under the GDPR in relation to any personal data processed for its own purposes.  
To the extent that a party is a processor of personal data processed on behalf of the other party as controller, the processor shall comply with the obligations of a "processor" under the GDPR and it (i) may process such data only in accordance with the controller's documented instructions; (ii) will take all appropriate technical and organisational measures to safeguard such data as required under Article 32 of GDPR; (iii) will ensure that persons authorised to process such data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality; (iv) will reasonably assist the controller in ensuring its compliance with its obligations under Articles 32 to 36 of GDPR; (v) will reasonably assist the controller by appropriate technical and organisational measures, insofar as this is possible, in responding to requests by data subjects; (vi) will at the choice of the controller, delete or return all such data to the controller after the end of the provision of services or processing; (vii) will make available to the controller all information reasonably necessary to demonstrate compliance with this condition and allow for and contribute to audits, including inspections, conducted on reasonable grounds by the controller or its auditor; and (viii) will notify the controller within 24 hours of becoming aware of any "personal data breach" as defined under the GDPR. The controller will ensure that each instruction is lawful and the processor shall immediately inform the controller if, in its opinion, an instruction is unlawful. The processor will not sub-contract, outsource, assign, novate or otherwise transfer its obligations under this condition to any party ("Subprocessor") nor transfer the personal data outside the European Economic Area, United Kingdom or Switzerland without the controller's prior written consent, which will not be unreasonably withheld. Where such consent is given by the controller, the processor shall enter into a contract with the Subprocessor on terms at least as protective of the controller as this Condition 10(a) which will include the processor terms in Article 28 of GDPR ("Subprocessor Terms"), and the processor shall comply with Chapter V of GDPR and the controller's instructions in relation to international data transfers. The processor will carry out each obligation under this Condition 10(a) at its own expense. Unless otherwise agreed in writing, any processing under the Contract would be as follows:

Description	Details
Subject matter of processing	Processing of data required for the purposes of the purchase of Goods and/or provision of Services pursuant to the Contract.
Duration of the processing	Contract duration.
Nature and purposes of the processing	The purchase of Goods and/or provision of Services as provided in the Contract and the performance of the Supplier's obligations under these Conditions.
The type of personal data	The personal data inputted for the purpose of performing obligations and/or using the Services, including names, addresses, email addresses and telephone numbers.
The categories of data subjects	The data subjects engaged in the delivery of the Services and/or Goods or taking the benefit of the Services and/or Goods such as employees, customers, sub-contractors and suppliers.

- (b) The Company shall not have any liability to the Supplier hereunder in contract, tort or otherwise including any liability for negligence, any loss of revenue, business, anticipated savings or profits or any loss of use or value of any equipment or for any indirect, special or consequential loss, howsoever arising, regardless of (a) whether either party has been informed of the possibility of such damages and (b) the legal theory upon which such claim is based. Any claim for payment by the Supplier against the Company arising in any manner or related in any way to the Company's purchase of Goods and Services hereunder must be commenced within one year after the claim has accrued.
- (c) Nothing in the Contract shall exclude or limit the liability of either party for any liability which cannot be excluded or limited by law.
- (d) The Supplier shall not without the written consent of the Company assign, transfer, delegate or sub-contract the Contract or any part thereof other than for any part of the Goods of which the makers or suppliers are named in the Order. For the avoidance of doubt, the Supplier shall remain responsible for acts and omissions of all of its sub-contractors. The Contract or any of the duties or obligations of the Company hereunder may be performed by and/or assigned or delegated to, in whole or in part, and all rights hereunder against the Supplier and any interests herein may be enforced by or assigned to, in whole or in part, the Company or any one or more of the Company's present or future subsidiaries, affiliates, joint ventures, transferees, assignees, subcontractors or delegates, without the consent of the Supplier. These Conditions, and the rights, interests, duties and obligations hereunder, shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- (e) The rights and remedies provided in these Conditions are cumulative and are not exclusive of any rights or remedies provided by law. Waiver of any or all of these Conditions shall not prejudice or affect the Company's rights and remedies in respect of any subsequent breach, non-performance or non-observance by the Supplier of any Conditions of the Contract. Waiver by the Company shall not prejudice subsequent enforcement.
- (f) If any one or more of these Conditions is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed to be omitted from the Contract and the validity and/or enforceability of the remaining provisions of the Contract shall not be affected or impaired in any way as a result of that omission.
- (g) A person who is not a party to the Contract shall not have any rights under the Contract or otherwise, to enforce, or to enjoy the benefit of, any provision of the Contract.
- (h) The Contract incorporating these Conditions sets out the entire understanding between the Company and the Supplier with respect to the supply of the Goods or Services and supersedes and replaces any prior documentation, discussion, agreement and arrangement existing between the parties regarding the same subject matter.
- (i) No variation or amendment to the Contract will be binding unless agreed in writing between the parties.
- (j) The Contract and any dispute or claim arising out of or in connection with it (including any non-contractual claims or disputes) shall be governed by and construed in accordance with the substantive laws of Italy, conflict-of-law principles and, in particular, UN Convention on the International Sale of Goods of 11 April 1980 expressly excluded. All disputes in any case occasioned by the Contract - or any question relating to their existence, validity and / or effectiveness, interpretation, execution, resolution for any cause etc, to any non-contractual obligations - will be exclusively under the Arbitration Rules of the Chamber of Arbitration of Milan (the "Arbitration Rules") and exclusively referred to a panel of 3 (three) arbitrators, appointed in accordance with this clause and the Arbitration Rules, which are deemed to be incorporated by reference into this clause. The arbitrators shall proceed according to the Arbitration Rules. The arbitration proceedings shall be conducted in the English language and the site of the arbitration shall be Milan (Italy). The arbitrators appointed in connection herewith shall be knowledgeable of Italian laws. Pursuant to art. 829 section 4 of the Italian Code of Civil Procedure, the arbitration award issued by the arbitration panel shall always be appealable on the grounds of violations of provisions of law related to the merits of the dispute.
- (k) The Company's obligations hereunder shall be excused and the Company shall have no liability to the Supplier for the failure to perform under these Conditions due to any of the following and during the period when any of the following conditions exists: (a) strikes, work stoppages, or other labour troubles, difficulties, disruptions or disturbances of any kind; (b) fires, floods, earthquakes, inclement weather, explosions, or other natural or man-made disasters or acts of God; (c) riots, war, sabotage, foreign or domestic terrorism (including cyber-terrorism or cyber-attacks), act of a public enemy, national emergency, epidemic, pandemic, disease outbreak, quarantine or shelter in place restrictions, or other disturbances of the peace; (d) breakdowns, shutdown, destruction, or failure of any kind of the Company's equipment or facilities necessary for performance hereunder arising from any cause whatsoever, or accidents at the Company's facilities; (e) transportation embargoes or delays, reductions, shortages, curtailment, disruption or cessation of equipment, facilities, power, labour or other factors of production or performance; (f) actions, legislation, regulations, rules or orders of any government or governmental agency, or the Company's voluntary or involuntary participation in any plan of general public interest, any of which adversely affect performance hereunder; (g) any other cause beyond the reasonable control of the Company, whether or not similar to the causes or occurrences enumerated above; or (h) the escalation or worsening of any of the foregoing. In the event of any such delay or failure in performance, the Company shall have such additional time within which to perform its obligations hereunder as may reasonably be necessary under the circumstances.
- (l) The Contract is not intended to create, nor should it be construed as creating, an agency, joint venture, partnership or similar relationship between the parties. Each party will act solely as an independent contractor and neither party will have the right to act for or bind the other party in any way or to represent that the other party is in any way responsible for any acts or omissions of such party. It is understood and agreed that each party shall be solely responsible for the wages and benefits of its employees.

- (m) Without the prior written consent of the Company in each instance and in its discretion, the Supplier may not disclose in any advertisement or promotional materials or in any other manner that the Company has purchased Goods and Services from the Supplier.
- (n) All notices shall be made in writing and delivered by hand or sent by pre-paid first class post (or airmail to outside Italy) to the registered office of the other party or sent by facsimile transmission to such facsimile number as may be notified to the other party for such purpose from time to time. Notices shall be deemed to have been received if sent by pre-paid first class post, 2 days after posting, if sent by airmail, 5 days after posting, if delivered by hand, on the day of delivery, if sent by facsimile transmission (and provided that a copy is also sent by post or airmail) on a working day prior to 4.00pm, at the time of transmission and otherwise on the next working day.
- (o) Pursuant to Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the conflict minerals rule adopted by the SEC in August 2013, the Supplier will not provide tin, tantalum, tungsten or gold pursuant to these Conditions that were sourced from the Democratic Republic of the Congo or Angola, Burundi, Central African Republic, Congo Republic, Rwanda, South Sudan, Tanzania, Uganda, and Zambia without the prior written approval of the Company.
- (p) The Supplier warrants that as of the date of formation of the Contract and at all times thereafter, neither it nor any entity or person that has direct or indirect control of fifty percent or more of its shares (hereinafter the "Beneficiaries") are subject to any economic, trade or financial sanctions or other trade restrictions administered or enforced by the United Nations, the European Union, the United States of America or any other relevant jurisdiction, including, without limitation, the EU Consolidated list of persons, groups and entities subject to EU financial sanctions, the U. S. Treasury Department Office of Foreign Assets Control list of Specially Designated Nationals and Blocked Persons or any similar list maintained by any EU member state or the country of registration of the Supplier or Company (hereinafter the "Sanctions"). A breach of this warranty shall be a material default for the purpose of Condition 9. The Supplier agrees that if at any time after the date of formation of the Contract it or any of its Beneficiaries become subject to any Sanctions, whether introduced before or after such date, which prohibit or restrict a party's performance of or rights under the Contract, or the performance of the Contract exposes such party, or creates a risk of such being party being exposed, to any Sanctions, including, without limitation, any extraterritorial or secondary sanctions, the Company may suspend or terminate the Contract upon such Sanctions becoming effective.
- (q) The Supplier is not authorised to unilaterally offset any of its claims against the Company against any of its obligations towards the Company as arising from the Contract.
- (r) These Conditions have been prepared in the English language. If any translation of these Conditions conflicts with this English version, this English version will prevail.

Revised: [January 2023]