

LAMBERTI S.p.A

GENERAL TERMS AND CONDITIONS OF PURCHASE

| | |
|--|---|
| <p>1. Definitions</p> <p>"Customer" means Lamberti S.p.A. (Tax ID 04453840151/VAT No. IT01425250121), with registered office at Via Piave, 18, 21041, Albizzate (VA), Italy, as well as any Group company with its registered office in Italy.</p> <p>"General Terms and Conditions" means these general terms and conditions of purchase.</p> <p>"Contract" means the contract for the supply of Products and/or Services entered into between the Customer and the Supplier, consisting of these General Terms and Conditions, the Order, and the related attachments.</p> <p>"Intellectual Property Rights" or "IPR" means trademarks and other distinctive signs, inventions and patents, designs and models, semiconductor product topographies, software, libraries, hardware, databases, intellectual works, copyrights, know-how, and trade secrets in general, and any other intangible assets capable of being the subject of rights, whether registered or unregistered and whether or not eligible for registration.</p> <p>"Supplier" means any natural or legal person that accepts or fulfills a purchase order issued by the Customer.</p> <p>"Group" means any company (including the Customer) that is directly or indirectly controlled by Lamberti S.p.A.</p> <p>"Confidential Information" means all information that may be disclosed by the Customer orally, in writing, or by any other means, whether tangible or intangible, currently known or developed in the future, exchanged pursuant to the Order or the Contract. By way of example, Confidential Information includes: contractual documentation, concepts, ideas, know-how, artwork, drawings, designs, drafts, reports, writings, diagrams, models, samples, and databases of any kind, as well as any information relating to the Customer's financial, commercial, technical, and/or industrial aspects.</p> <p>"Raw Materials" means the Products when they consist of raw materials.</p> <p>"Order" means the purchase order issued by the Customer to the Supplier.</p> <p>"Parties" collectively refer to the Customer and the Supplier.</p> <p>"Products" means the subject matter of the Orders, including, by way of example, raw materials, materials, and products.</p> <p>"Services" means the services that are the subject matter of the Orders.</p> <p>2. General Terms and Conditions</p> <p>2.1 Prevalence of General Terms and Conditions</p> <p>2.1.1 These General Terms and Conditions govern the terms and conditions for the purchase of the Products and/or Services identified in the Orders issued by the Customer and effective as of the date of publication on Customer's website of these General Terms and Conditions, unless otherwise agreed in writing between the Parties.</p> <p>2.1.2 The Supplier's general terms and conditions that conflict with or differ from these General Terms and Conditions shall not apply, unless expressly accepted in writing by the Customer. Any amendments shall in any case be agreed upon by the Parties in writing and specifically signed by the Customer.</p> <p>2.2 Acceptance of the General Terms and Conditions</p> <p>2.2.1 These General Terms and Conditions shall be deemed accepted upon signature by the Supplier or if the Supplier has fulfilled even a single Order or has performed all or part of the General Terms and Conditions.</p> <p>2.3 General Terms and Conditions of the Supplier</p> <p>2.3.1 Delivery of the Products and/or performance of the Services covered by the Order, or payment thereof by the Customer, shall not constitute acceptance of the Supplier's general terms and conditions.</p> <p>3. Supplier's Obligations</p> <p>3.1 Supply of Products and/or performance of Services</p> <p>3.1.1 The Supplier undertakes to deliver the Products and/or perform the Services:</p> <ul style="list-style-type: none"> (i) in compliance with applicable laws and/or regulations; (ii) suitable for the purposes of the Contract; (iii) in accordance with the Customer's purchasing specifications or with the characteristics published or issued by the Supplier or the samples provided for Products qualifications; (iv) merchantable; (v) free from defects in workmanship, materials, manufacture, and design; (vi) free from third-party rights; (vii) properly packaged and labeled in accordance with current standards, and applicable laws and/or regulations. <p>3.2 Technical documentation</p> <p>3.2.1 The Products shall be supplied together with the relevant technical documentation drafted in Italian (including instruction manuals and any installation, acceptance test, and maintenance manuals, as well as the EC declaration of conformity, where applicable), intended to ensure and illustrate the proper operation and ordinary maintenance of the materials being supplied, together with any certificates specified in the Order (including, by way of example, quality certificates, product certificates, certificates of compliance with the relevant applicable technical standards and regulations, etc.).</p> <p>3.3 Changes to the manufacturing process, production site, or raw materials</p> <p>3.3.1 The Supplier undertakes to notify the Customer in writing, with at least six months' prior notice, of any changes to the manufacturing process, the production site, and/or the raw materials used.</p> <p>3.3.2 The Supplier shall obtain the Customer's written consent in accordance with this article and undertakes, unless and until such consent is granted, to continue supplying and ensuring the ability to supply the Raw Materials in their unaltered form, in the quantities specified in the Contract or in the Order for the entire duration of the Contract. Without prejudice to the Customer's right to claim damages, the Customer may terminate the Contract by giving written notice to the Supplier with at least one month's notice if the Supplier makes a substantial change without seeking the Customer's written consent or if the Supplier is unable or refuses to supply the Customer with the Raw Materials in their unaltered form for the remaining duration of the Contract.</p> <p>3.3.3 For the purposes of this article, "substantial change" means a change to all or any of the means of production, production facilities, production procedures, or any changes in the composition, origin, or selection of raw materials, product specifications, or quality-control methods.</p> | <p>3.4 Prohibition on suspension of supplies</p> <p>3.4.1 The Supplier may not, under any circumstances, suspend the delivery of Products and/or the performance of the Services to the Customer, except in cases of a force majeure event.</p> <p>3.5 Liability for damage caused by third-party</p> <p>3.5.1 The Supplier agrees to defend, indemnify, and hold harmless the Customer from and against any damage, loss, cost, expense, or liability caused to the Customer, whether directly or indirectly, as a result of any action, claim, or demand by third parties arising out of the use or sale of the Products and/or the performance of Services.</p> <p>3.5.2 The Customer reserves the right to participate in the defense against such actions, claims, or demands or, at its sole discretion, to assume primary control of the defense by appointing its own legal counsel.</p> <p>3.6 Liability for damages arising from Intellectual Property infringement</p> <p>3.6.1 The Supplier represents and warrants that the Products and/or Services are free from any third-party Intellectual Property Rights that would prevent or restrict the use intended under the Contract and the normal use of the Products and/or Services.</p> <p>3.6.2 The Supplier agrees to defend, indemnify, hold harmless and release the Customer from and against any third-party action or claim for infringement of Intellectual Property Rights arising from the use or sale of the Products and/or the performance of the Services.</p> <p>3.6.3 The Customer reserves the right to participate in the defense and, at its sole discretion, to appoint its own legal counsel, with the related costs and expenses to be borne (according to the ministerial fee schedule) by the Supplier.</p> <p>3.6.4 In the event of a claim against the Customer for infringement of third-party Intellectual Property Rights, the Supplier shall promptly notify in writing the Customer of the claim received and keep the Customer periodically informed of the progress of the claim and any litigation, as well as the defense strategy to be adopted, allowing the Customer's legal counsels and advisors to intervene if deemed necessary.</p> <p>3.6.5 In the event of a claim against the Customer for infringement of third-party Intellectual Property Rights, the Supplier shall, at its own expense and at the Customer's discretion, procure and ensure the Customer's right to continue using the Products and/or Services, modify the Products and/or Services to avoid the infringement, or replace the Products and/or Services with non-infringing items of equivalent characteristics.</p> <p>3.7 Employees legal actions</p> <p>3.7.1 The Supplier is and shall be solely responsible for any legal actions brought by its employees and/or contractors against the Customer.</p> <p>3.7.2 The Supplier undertakes to hold harmless and to indemnify the Customer against any claims by its employees and/or collaborators.</p> <p>3.7.3 The Supplier authorizes the Customer to make payments to Supplier's employees and/or collaborators in order to avoid legal actions and/or encumbrances. Any amounts paid shall be treated as a credit for set-off between the Parties.</p> <p>3.8 Inability to market the Products and/or Services</p> <p>3.8.1 The Supplier undertakes to promptly inform the Customer if the Products and/or Services are declared unmarketable or unavailable as a result of new laws and/or regulations changes.</p> <p>3.8.2 Should it become impossible to market or supply the Products and/or perform the Services, the Customer has the right to immediately terminate the Contract and the related Orders, without any obligation or liability toward the Supplier.</p> <p>4. Procurement of Raw Materials</p> <p>4.1.1 This article 4 applies when the Supplier supplies Raw Materials.</p> <p>4.1.2 The Supplier shall notify the Customer in writing, at least six months in advance (or immediately upon becoming aware of it, if later), of the discontinuation and suspension of the production of the Raw Materials.</p> <p>4.1.3 In such a case, the Customer shall have a right of first refusal, until production is suspended, to acquire, under the terms of the Contract, all or part of the Raw Materials, including Raw Materials already produced for the Customer, or those stored for the Customer under a consignment stock agreement between the Parties, or those yet to be produced.</p> <p>5. Warranties and remedies</p> <p>5.1 Ownership</p> <p>5.1.1 The Supplier represents and warrants that it has obtained the necessary rights, authorizations, licenses, and permissions from the holders, required to fulfill the purpose of the Contract and each Order.</p> <p>5.1.2 The Supplier agrees to bear and pay any and all fees required to hold valid title to such Products and/or Services.</p> <p>5.2 Warranties period</p> <p>5.2.1 The warranty period for the Products and/or Services shall be the longer of twenty-four months from the inspection of the Products or twenty-four months from the delivery/performance of the Services.</p> <p>5.2.2 The Supplier represents and warrants that the Products shall be free from serial defects for a period of forty-eight months from delivery. A serial defect shall be deemed to occur when the Customer and Supplier jointly determine, based on the type and the cause of the damage, that such damage may occur in all delivered Products of the same type or in a specific quantity of delivered batches. In any case, a serial defect shall be deemed to occur, without the need for joint determination, when the same defect is identified during the warranty period in at least 2% of all delivered Products of the same type or of a specific quantity of delivered batches.</p> <p>5.3 Remedies</p> <p>5.3.1 During the warranty period, the Supplier undertakes to replace or correct, promptly and at no cost and expenses to the Customer, any Products and/or Services that do not conform to the contractual documentation and/or the agreed requirements. If the Supplier fails to fulfill the obligation to correct or replace, as set forth above, the Customer reserves the right to correct or replace the defects or errors detected, either on its own initiative or through third parties, and to charge the Supplier for the related costs and expenses incurred. The Customer may deduct the corresponding amount from any outstanding invoices, where applicable, draw such</p> |
|--|---|



amount from any guarantees provided by the Supplier, or, alternatively, terminate the Contract without prejudice to any claim for damages.

- 5.4 Post remedy warranty
- 5.4.1 For any Products repaired or replaced during the warranty period, a new warranty period shall commence upon completion of the repair or replacement by Supplier. This provision shall apply only if the volume, duration, costs of subsequent repairs and shipments are not deemed insignificant by the Customer.
- 5.5 Additional warranties
- 5.5.1 The foregoing warranties and remedies are in addition to any other warranty/remedy (contained in any other contract and/or order) provided to the Customer by the Supplier or guaranteed under applicable law.
6. Delivery
- 6.1 Defects
- 6.1.1 Delivery of the Products and/or Services shall not constitute acceptance by the Customer, who may, inspect the Products and test the delivered Services at any time, including at the moment of their use or performance, and report any defects. The Customer's inspection of the Products and, in general, of incoming goods is limited to verifying the delivery for obvious non-conformities in the identification of the Products, evident quantity discrepancies, as well as transport-related damages (apparent defects).
- 6.1.3 Apparent defects must be notified in writing to the Supplier within ten business days from receipt of the Products.
- 6.1.4 If the supply is rejected, it shall be deemed as not delivered, and the return shipping costs shall be borne by the Supplier, unless otherwise agreed by the Parties.
- 6.1.5 All other defects (latent defects) must be notified in writing to the Supplier within ten business days from their discovery.
- 6.1.6 The Customer reserves the right to inspect the ordered Products at the Supplier's warehouses or facilities prior to shipment in order to verify their compliance with the requirements. Such inspection shall not relieve the Supplier of its responsibility to supply the Products in strict compliance with the applicable specifications and legal requirements, nor of any obligations assumed under the warranties. The Supplier shall provide full cooperation to enable the performance of such verification and inspection activities, including granting access to documentation and information related to the performance of the Contract.
- 6.1.7 For any unreported defects, the Customer is entitled to claim damages in accordance with the provisions of these General Terms and Conditions and applicable laws.
- 6.1.8 If, during such inspections, the Customer determines that the Order is not being performed by the Supplier in accordance with the provisions of the Contract or the specific Order - including failure to comply with sustainability principles - the Customer - without prejudice to any legal or contractual remedies - may request and obtain, without delay, the implementation of the necessary corrective measures or may terminate the Contract or the Order, if the breaches cannot be remedied without the Supplier being entitled to any claim, indemnity, compensation, or damages. The Customer reserves the right to accept a defective supply and agree with the Supplier on a price reduction based on the defect identified.
- 6.1.9 To the fullest extent permitted by applicable law, the above inspections shall in no event (a) limit the Supplier's liability and/or (b) limit the Customer's rights under the Contract and/or (c) be implemented in violation of any applicable law.
- 6.1.10 The Supplier shall bear all costs of any tests and retests required due to the defect identified.
- 6.2 Acceptance test
- 6.2.1 In the case of machinery or Services, within fifteen days from delivery, the Supplier undertakes to request the acceptance testing procedure pursuant to Article 1665 of the Italian Civil Code; failing such request, the Customer may proceed with the acceptance test within the following twelve months. The purpose of the acceptance testing is to verify the completion of the supply, its compliance with the contractual specifications and applicable law, and the suitability of the materials. In the event of non-conformities, the Supplier shall remedy the defects within thirty days from the date of the acceptance test. Upon completion of the acceptance test, the Supplier shall draw up a final report, to be signed by both Parties, which shall include the Customer's declaration of acceptance of the work performed, without prejudice to any other additional defects or non-conformities.
- 6.3 Penalties
- 6.3.1 In the event that the Supplier fails to deliver the Products and/or perform Services within the time limit established in the Contract or in the relevant Order, the Supplier shall pay a penalty equal to 0,3% of the Contract or Order value, for each day of delay in delivery or performance, up to a maximum of 10% of the Contract or Order value, without prejudice to the Customer's right to claim further damages.
- 6.3.2 Payment of the penalty shall be made within seven days from the Customer's written request. If the delay exceeds thirty days, the Customer shall have the right to terminate the Contract or the relevant Order without further obligations, in addition to claiming the penalty accrued up to that date, and without prejudice to the right to claim further damages.
- 6.4 Transfer of ownership
- 6.4.1 Regardless of the time or place at which the transfer of ownership of the Products occurs, the risk of loss or damage to the Products shall be transferred to the Customer at the time and place of delivery agreed upon in the contractual documentation or in the Order.
7. Packaging
- 7.1.1 The Supplier shall ensure that the Products are properly packaged, so to guarantee that they can be easily checked and inspected without being damaged during transport and subsequent unloading and storage operations. Unless otherwise specified, packaging is included in the unit price of the Products supplied.
- 7.1.2 The Supplier is liable for any damage to the Products attributable to improper packaging. Products that, due to their size or weight, cannot be properly packaged shall be placed on pallets or otherwise supported by crossbeams of adequate thickness to allow safe lifting and unloading. Vehicles arriving at the destination with unloading difficulties will not be accepted. Each package shall be properly marked and/or labeled with the following information: detailed destination address, Order number, gross/net weight in kilograms.
8. Payments
- 8.1 Price adjustments
- 8.1.1 The Supplier undertakes not to raise any further claims, including in the event for erroneous or insufficient assessment of the subject of the supply and of what is necessary to outperform it, for difficulties arising during execution, or for increases in

- 8.1.2 the cost of materials and/or labor costs, even if due to unforeseeable circumstances. The business risk shall be borne exclusively by the Supplier.
- Any price differences shall be payable by the Customer only pursuant to a written agreement.
- 8.2 Taxes
- 8.2.1 The prices indicated in the Order are fixed prices, and taxes (where applicable) shall be indicated separately.
- 8.3 Place of payment
- 8.3.1 Payments shall be made in the country where the Supplier has its registered office and to a bank account opened in the Supplier's name.
- 8.4 Payment terms
- 8.4.1 The Customer agrees to make payments in accordance with the terms agreed upon in the Order/Contract.
- 8.5 Late payment interest
- 8.5.1 Any late payment interest for delayed payments may be applied only after thirty days from the notification of non-payment.
- 8.6 Invoices
- 8.6.1 The Supplier undertakes to submit invoices in a verifiable format and in compliance with the Customer's standards and applicable laws, including certain minimum information (e.g., name/address/contact person of the Supplier, PO number, date, VAT Number, etc.), as well as any references to taxation, double taxation, etc., where applicable.
- 8.7 Other charges
- 8.7.1 Unless transportation is provided by the Customer, charges such as packaging, transportation, handling, etc., shall be indicated in the invoices submitted for payment and related to the Orders; therefore, such charges shall be included in the price quoted by the Supplier.
- 8.8 Guarantee
- 8.8.1 Upon Customer's request, the Supplier undertakes to establish and provide to the Customer a guarantee for the proper performance of all obligations arising under the Contract, in the form of a bank or insurance guarantee issued by financial intermediaries listed in the special register referred to in article 107 of Legislative Decree 385/93, authorized for this purpose by the Ministry of Economy and Finance pursuant to Presidential Decree 115/2004. The guarantee shall amount to 10% of the annual Contract value, remain valid for the entire duration of the Contract and, in the event of an extension, be renewed for the agreed extension length.
9. Insurance
- 9.1 In addition to all mandatory insurance required by law, the Supplier shall obtain and maintain in force, at its own expense, appropriate insurance policies covering all damages, including indirect damages and post-sale damages relating to the Products and/or the performance of Services, that may be caused by the Supplier, its personnel, or any personnel otherwise engaged by the Supplier in any capacity and on any basis, to the Customer, the Customer's personnel, to any personnel engaged otherwise by the Customer in any capacity and on any basis, as well as to the property owned by the aforementioned entities, and to third parties.
- 9.2 The Supplier shall provide the Customer with specific written confirmation of the activation of the required insurance coverage prior to the execution of the Contract, providing a copy of the relevant policies.
- 9.3 The insurance policies must strictly exclude any and all rights of recourse by the insurance companies against the Customer.
- 9.4 With respect to the performance of Services, the Supplier shall obtain, among others and without thereby limiting or exhausting the scope of the insurance obligations required to the Supplier, the following insurance policies:
- (i) insurance required by law covering workplace accidents, occupational diseases, and/or work-related deaths of the Supplier's personnel and third parties working for the Supplier, as well as accidents, illnesses, and deaths caused by the performance of the contracted work and Services. This insurance must strictly comply with applicable laws;
- (ii) insurance covering all workplace accidents and work-related injuries and/or deaths of employees, consultants, and directors of the Customer and any personnel engaged by the Customer in any capacity and on any basis, as well as third parties, and covering all damages to the property of the Customer and third parties caused by the Supplier or its personnel;
- (iii) [ANY ADDITIONAL SPECIFIC INSURANCES POLICIES].
- 9.5 In any case, the insurance obligations and/or requirements referred to in this article shall in no way limit the Supplier's liability, which shall remain fully liable even for amounts exceeding the policy limits, for deductibles, and for any amounts not paid by the insurance companies.
10. Health and Safety
- 10.1 Representations, warranties, and undertakings
- 10.1.1 The Supplier is responsible for complying with all applicable law and regulations regarding Health and Safety and the Prevention of Occupational Risks and undertakes to implement such provisions.
- 10.1.2 The Supplier represents and warrants to the Customer that its personnel are properly informed and trained regarding workplace health and safety risks, having provided them with detailed guidelines and appropriate instructions concerning the specific risks involved.
- 10.2 Prevention
- 10.2.1 The Supplier undertakes to maintain a preventive approach and to promote initiatives aimed at encouraging greater environmental responsibility and the efficient use of natural resources to minimize its environmental impact. The Supplier shall also have corrective measures in place to mitigate any damage and restore the *status quo*.
- 10.3 Reporting obligations
- 10.3.1 The Supplier undertakes to report any issues relating to safety, health, the environment, and quality, assuming full responsibility for any negative effects arising from its actions, omissions, or negligence in these matters.
- 10.4 Waste disposal
- 10.4.1 Unless otherwise agreed, the Supplier must manage, store, and dispose of waste safely and in compliance with applicable laws and/or regulations, and shall endeavor to reduce atmospheric emissions, avoid negative impacts on soil, manage wastewater discharges in accordance with applicable laws and/or regulations, minimize waste, and contribute to the recycling and reuse of materials and products, and, in any case, use environmentally friendly technologies.

| | | | |
|--------|---|--------|---|
| 11. | Import. Export. Customs controls | 15. | Intellectual Property |
| 11.1 | Responsibility | 15.1 | Lamberti Ownership |
| 11.1.1 | The Supplier shall be responsible for ensuring that any licenses, permits, and authorizations required for items, goods, technology, or software shipped or transferred by the Supplier in connection with or in association with the delivery of the Products are included in the export/import documentation necessary to comply with all applicable laws and regulations. | 15.1.1 | The Customer reserves all ownership rights to drawings, calculations, and other commercial/technical documents, if provided by the Customer itself. The Supplier shall not make such information and documents available to third parties without the Customer's prior written consent. The drawings, calculations, and other commercial/technical documents shall be used exclusively for the performance of the Contract and the Order and shall be returned to the Customer upon expiration of the Contract or the relevant Order, or at the Customer's request. |
| 11.2 | Notification obligations | 15.2 | IPR Background |
| 11.2.1 | The Supplier shall immediately notify the Customer if its export rights are denied, suspended, or revoked, as well as of any inclusion on blacklists. | 15.2.1 | Each Party shall retain ownership of all Intellectual Property Rights (and any related documentation and/or assets) existing prior to the execution of the Contract. |
| 11.3 | Compliance with laws of the country of origin | 15.3 | Side Ground IPR |
| 11.3.1 | If the Supplier's Products originate from a foreign location, such Products shall also be subject to the export control laws and regulations of the country of origin. Therefore, the Supplier undertakes to comply with all applicable export control laws and regulations of the country of origin. | 15.3.1 | Each Party shall retain ownership of all Intellectual Property Rights (and of any related documentation and/or assets) that come into existence during the term of the Contract but outside its scope. |
| 11.4 | Liability for violations | 15.4 | Foreground IPR |
| 11.4.1 | The Supplier shall indemnify the Customer for all liabilities, penalties, losses, damages, costs, or expenses that may be imposed on or incurred by the Customer in connection with any violation of such laws and regulations by the Supplier stated in the art. 11.3.1, its partners, officers, employees, agents, or suppliers at any level. | 15.4.1 | The Customer shall be the exclusive owner of the Intellectual Property Rights arising during the performance of the Contract. |
| 11.4.2 | In the event that the Customer or customs authorities are required to obtain information regarding the citizenship or export-control status of the Supplier's personnel, or any other information necessary for customs purposes (including, but not limited to: origin of the goods, affidavits accompanied by the declarant's identification document, etc.), the Supplier shall promptly provide all requested information and documentation, ensuring that such data is truthful, complete, and accurate. | 15.4.2 | The Customer shall be entitled to freely dispose of the Foreground IPR, being able, at its sole discretion, to dispose of or transfer it to third parties, without the Supplier being able to raise any objections or claims of any kind. |
| 11.5 | Customs information | 15.4.3 | The moral rights of the authors of Intellectual Property Rights shall in all cases remain unaffected. |
| 11.5.1 | The Supplier shall provide the Customer with customs tariffs codes ("HS codes") and information on the Country of origin ("COO") for each Product, as well as the ECCN code for the United States of America. | 15.5 | License |
| 12. | Customer's right of Termination | 15.5.1 | The Supplier grants the Customer a non-exclusive, irrevocable, transferable, sublicenseable, royalty-free license to use the Intellectual Property Rights of the Products and/or Services, including any integrated software. |
| 12.1.1 | The Customer may, at any time and for any reason, withdraw, in whole or in part, from the Contract or from a single Order, by giving written notice to the Supplier via registered letter with return receipt, by courier with proof of delivery, or by certified electronic mail. | 15.6 | License to Information provided to the Customer |
| 12.1.2 | The Supplier shall cease all activities regarding the specified portion as of the date specified by the Customer. | 15.6.1 | Any information, in whatever form or medium, that may be provided by the Customer to the Supplier for the performance of the Order or the Contract, or that may be collected during the course of the contractual relationship, as well as the related Intellectual Property Rights, belong and shall remain the property of the Customer or its licensees. No rights, licenses, or authorizations shall be deemed granted to the Supplier unless expressly and previously agreed in writing. The Supplier undertakes to adopt all necessary measures to ensure that such rights are not infringed by its personnel, employees, and collaborators. |
| 12.1.3 | The Supplier shall be entitled to reimbursement of expenses incurred and payment for the Products delivered and accepted by the Customer. In no event shall such reimbursement include loss of profit, loss of business opportunity, or consequential damages and, as a generale principle, it shall not exceed the price of the supplies under the terminated Contract. | 15.7 | Software |
| 13. | Termination | 15.7.1 | In order to ensure compliance with the Data Act, the Supplier undertakes to notify the Customer in writing, prior to delivery or availability, of all open-source software implemented or used within the integrated software, specifying the relevant licenses and terms of use. The Supplier shall also ensure that the use of such open-source software does not limit or impede the rights of access, portability, and data sharing provided under the Contract and applicable law, nor create restrictions contrary to the provisions of the Data Act. The use of open-source software must be authorized by the Customer in writing, following verification of compatibility with the interoperability, security, and transparency requirements established by the Data Act. |
| | In the event of the Supplier's breach of the obligations set forth in Articles 3 - Supplier's Obligations; 5 - Warranties and Remedies; 6.1.8. Defects in Supply; 9 - Insurance; 10 - Health and Safety; 11 - Import. Export. Customs controls; 15 - Intellectual Property; 16 - Confidentiality; 17 - Marketing; 18 - Data Protection; 21.5 - No-representation authority; 21.6 - Assignment, the Customer shall have the right to terminate this Contract, or any Order, with immediate effect and without notice, pursuant to article 1456 of the Italian Civil Code, by written notice to be sent to the Supplier by registered letter with return receipt, by courier with proof of delivery, or by certified electronic mail. | 16. | Confidentiality |
| | Likewise, the Customer shall have the right to terminate this Contract, or any Order, with immediate effect and without notice, pursuant to article 1456 of the Italian Civil Code, by written notice to be sent to the Supplier by registered letter with return receipt, by courier with proof of delivery, or by certified electronic mail, in the following cases: | 16.1 | During the execution of the Contract, the Customer may disclose to the Supplier Confidential Information belonging to the Customer. Unless the Parties have already executed a specific non-disclosure agreement (NDA) governing the confidentiality obligations set forth in this Contract, the Parties agree that the following commitments and obligations shall apply. The Supplier undertakes to use all Confidential Information received exclusively for the purposes set forth in the Contract, not to disclose it to third parties or use it for other purposes, and to ensure that its employees, collaborators, or affiliated companies also comply with these obligations. Confidential Information may be disclosed only to the Supplier's personnel who have a genuine need for it to perform the contractual activities. The Supplier shall adopt appropriate security measures to prevent unauthorized access, loss, or disclosure of such Confidential Information and shall promptly notify the Customer of any breaches. The confidentiality obligation shall remain in effect even after the termination of the Contract, for any reason occurred, for as long as necessary to protect the confidentiality of the information, and in any case for a period of no less than five years, unless otherwise agreed in writing between the Parties for specific projects. Confidentiality obligations shall not apply to information that is already in the public domain, that the Supplier can demonstrate it lawfully possessed prior to disclosure, that has been lawfully disclosed by third parties or that has been developed independently by the Supplier, or that must be disclosed due to a legal obligation, provided that the Supplier notifies the Customer in advance, where possible. Upon termination of the Contract, the Supplier must return or destroy all Confidential Information received from the Customer and confirm in writing that such destruction or return has been completed. Any breach of the confidentiality obligations shall entitle the Customer to terminate the Contract with immediate effect pursuant to article 1456 of the Italian Civil Code. |
| | (i) failure to deliver the goods or Products, or to perform the Services, within the delivery deadline specified in the Order; | 17. | Marketing |
| | (ii) existence of material inaccuracies in the information provided by the Supplier in relation to the Order, in particular regarding the ability to fulfill the Order, the quality of the goods or Products or Services subject to the Order/Contract, the required materials, or any other aspect relating to the purchased Products; | 17.1.1 | The Supplier may not refer to, describe, or use for advertising or other purposes any material or document under the Contract, including any elements that may affect the Customer's image, such as trademarks, logos, etc., without the Customer's prior written authorization. |
| | (iii) Supplier's failure to comply with any of the warranties and indemnities set forth in these General Terms and Conditions, the Order, or the Contract; | 18. | Data protection |
| | (iv) failure to provide any required warranties, including the warranty referred to in Article 8.8 (Guarantee), or failure to renew or maintain such warranties, for any reason, prior to the fulfillment of the guaranteed obligations; | 18.1 | Supplier obligations |
| | (v) violation of the Customer's Code of Ethics and/or Supplier Code of Conduct, as provided for in Article 22 Administrative Liability - Legislative Decree No. 231/2001; | 18.1.1 | The Supplier undertakes to process all of the Customer's personal and business data (hereinafter "Data") in accordance with applicable data protection laws, including, but not limited to, Regulation (EU) 2016/679 (GDPR). |
| | (vi) the Supplier being subject to a provisional order, voluntary arrangement, or a petition for or judgment of bankruptcy; | 18.2 | Data Security |
| | (vii) appointment by a court or a creditor of a bankruptcy trustee or judicial administrator; | 18.2.1 | The Supplier shall implement all appropriate technical and organizational measures to ensure the security of the Data, preventing unauthorized access, disclosure, alteration, or destruction of the Data. |
| | (viii) initiation of other similar insolvency proceedings against the Supplier; | 18.3 | Disclosure of Data |
| | (ix) a change in the Supplier's corporate control. | 18.3.1 | The Supplier shall not disclose the Data to any third parties without the Customer's prior written consent, except where required by law or by a competent authority. |
| 13.1.2 | In such a case, the Supplier shall be liable for compensation for all damages suffered by the Customer as a result of the breach. | 18.4 | Data breach |
| 13.1.3 | If the Supplier has - now or in the future - other contractual relationships with the Customer ("Contractual Relationships"), the Customer shall have the right to terminate the Contract, any Order, and/or the Contractual Relationships with immediate effect and without notice if, during the term of the Contract, the Order, or the Contractual Relationships, (i) the Supplier fails to perform any of the obligations set forth in this article or in the Contractual Relationships in force with the Customer, or (ii) the Customer terminates the Contract or any Contractual Relationship or any Order due to the Supplier's breach. | 18.4.1 | In the event of a Data security breach, the Supplier shall promptly notify the Customer and to cooperate to mitigate the effects of the breach and to prevent future breaches. |
| 14. | Prohibition of Suspension | | |
| 14.1.1 | It is understood that, in the event of a dispute between the Parties regarding the Contract or an Order that does not result in the termination thereof, the Supplier shall in no way be entitled to suspend the supply of the Products or the performance of Services as agreed by the Parties, except in cases provided for by law. | | |

| | | | |
|--------|--|--------|--|
| 18.4.2 | "Data Security Breach" means any incident involving unauthorized access, disclosure, alteration, or destruction of the Customer's Data. | 21.6 | Assignment |
| 18.4.3 | In the event of a Data Security Breach, the Supplier shall notify the Customer promptly, and in any case no later than 24 hours after the incident is discovered. | 21.6.1 | The Supplier is prohibited from assigning this Contract, in whole or in part, to third parties. |
| 18.4.4 | The notification shall include: | 21.6.2 | Failure to comply with this prohibition shall entitle the Customer to terminate the Contract immediately and without notice, pursuant to article 1456 of the Italian Civil Code. |
| | (i) a description of the nature of the Data Security Breach, including, where possible, the categories and approximate number of Data affected; | 21.7 | Amendments and additions |
| | (ii) the name and contact information of the data protection officer (DPO) or other designated contact person at the Supplier; | 21.7.1 | This Contract supersedes and replaces any prior agreement and understandings between the Parties concerning the same subject matter. |
| | (iii) the likely consequences of the Data Security Breach; | 21.7.2 | In the event of any conflict between the provisions of these General Terms and the provisions contained in the Order, the latter specific provisions shall prevail. |
| | (iv) the measures taken or proposed by the Supplier to address the Data Security Breach including, where appropriate, measures to mitigate any potential adverse effects. | 21.7.3 | Any subsequent amendment and/or addition to these General Terms and Conditions shall be valid only if made in writing by the Customer and duly published on the Customer's website. |
| 18.4.5 | The Supplier shall take all necessary measures to contain and mitigate the effects of the Data Security Breach and to prevent future breaches, including reviewing and updating the technical and organizational security measures adopted. | 21.8 | Electronic signatures |
| 18.4.6 | The Supplier shall fully cooperate with the Customer and with the competent authorities to investigate the Data Security Breach and to fulfill the legal obligations arising therefrom. | 21.8.1 | Each Party hereto (a) has agreed to permit the use of electronic signatures (including .pdf files thereof) in order to expedite the transaction contemplated by this Contract, (b) intends to be bound by its respective electronic signature, if it is affixed, thus recognizing hereby the validity and the enforceability of this Contract electronically executed, (c) is aware that the other Party will rely on its electronically transmitted signature, (d) acknowledges such reliance and waives any legal defense to the validity of the signatures and the documents affecting the transaction contemplated by this Contract based on the fact that a signature was sent by electronic transmission only, and, (e) has agreed that this Contract may be issued only in an electronic form, validly executed by its duly authorized officer(s) or representative(s) by electronic signature, and that no hard copy of this Contract will be issued or provided, and, (f) acknowledges that the use of electronic signatures is not mandatory, allowing the duly authorized officer(s) or representative(s) to proceed in an alternative manner without prejudice to the validity of the Contract and the related reliance. |
| 18.5 | Term of protection | 22. | Administrative liability - Legislative decree no. 231/2001. |
| 18.5.1 | The Supplier's Data protection obligations shall continue to apply after the termination of the Contract, for any reason occurred, for as long as the Data remains in the Supplier's possession. | 22.1 | Model 231 |
| 19. | Force Majeure | 22.2 | On December 15th, 2010 the Customer adopted the Model of Organization, Management and Control in accordance with Italian Legislative Decree 231/2001 and subsequent updates; in the Customer has approved the Code of Ethics which constitutes an integral part of the Model; both documents are available on the www.lamberti.com website. |
| 19.1.1 | Force majeure means any unforeseeable event, act, fact, or circumstance not attributable to the Party invoking it, which could not have been prevented or mitigated by exercising ordinary diligence and which renders the performance, even partial, of any of its obligations under the Contract impossible. Such events include, by way of example and without limitation, (i) fires, explosions, natural disasters, strikes, lockouts, acts of war or terrorism, riots, civil unrest, embargoes, (ii) regulations, laws, orders, or restrictions issued by government authorities or courts, or other similar governmental instruments, (iii) epidemics and pandemics ("Force Majeure"). | | The Customer therefore emphasizes the importance that its counterparts maintain behaviors which are compliant with the recommendations of the Model in the relations they have with the Customer. |
| 19.1.2 | In the event of a Force Majeure event, the deadlines established for the delivery of the Products and/or the performance of the Services shall be automatically extended to the extent necessary to fully reflect the effects of the Force Majeure event. Neither Party shall, in any case, be held liable to the other Party for any delays incurred, relative to the original timelines, caused by any Force Majeure event. | | In the area of its contractual relations with the Customer, the Supplier therefore undertakes - also in accordance with and for the purposes of the article 1381 of the Italian Civil Code - not to implement, including by means of its employees, freelancers and consultants as well as its shareholders and directors: |
| 19.1.3 | Each Party undertakes to promptly notify the other Party in writing of the occurrence of any Force Majeure event that impacts its obligations arising from the Contract, as well as, where possible, to propose corrective measures and remedies that may mitigate the effect of the Force Majeure event, together with the related costs. If such Force Majeure events continue uninterrupted for a period exceeding thirty consecutive days, each Party shall have the right to terminate this Contract by written notice to the other Party, without any right to further indemnification or compensation. | | <ul style="list-style-type: none"> • actions or behavior in contrast with the fundamental principles of the Model and the Code of Ethics; • actions or behavior in contrast with legal provisions and more particularly with Italian Legislative Decree 231/01 and s.m.i., or which could bring about crimes provided for therein. |
| 20. | Audit | | The Supplier undertakes to comply with any request for information or for the showing of documents which may be made by the Surveillance Board of the Customer in order to allow the carrying out of checks of compliance with the provisions of the Model. |
| 20.1 | Right to audit | | In the event of non-fulfilment of the obligations listed above, the Customer shall have the power to cancel the Contract, without notice and with immediate effect - in accordance with art. 1456 of the Italian Civil Code, without prejudice to the right to compensation for damage. |
| 20.1.1 | The Customer reserves the right to conduct an audit at the Supplier's premises, at its own expense and at any time during the term of the Contract and up to five years after its termination, to verify compliance with the provisions of the Contract. | | The Supplier acknowledges that, in order to implement its sustainable procurement procedure, Lamberti adopted a Code of Conduct for its suppliers; the Supplier hereby declares that it has acknowledged this latter Code of Conduct (as available for download at www.lamberti.com) and is fully aware of its contents. The Supplier shall cause its business and activity to comply, continuously, with all the principles established in the Code of Conduct, and shall cause its employees and collaborators, to fulfill the same commitment, pursuant to art. 1381 of the Italian Civil Code. In the event of non-fulfilment of the obligations listed above, Lamberti may decide to cancel the Contract, without notice and with immediate effect - in accordance with art. 1456 of the Italian Civil Code, without prejudice to the right to compensation for damage. |
| 20.1.2 | Such audit may be carried out by the Customer or by a third party appointed by the Customer and shall be subject to the same confidentiality obligations set forth in the Contract. | | |
| 20.1.3 | The subject of the audit shall include all documentation and information, whether written or oral, pertaining to the performance of the Contract, as well as any related documentation. | | |
| 20.2 | Costs | | |
| 20.2.1 | The audit referred to in this article shall be conducted at the Customer's expense, except where the audit reveals a material breach of the Supplier's contractual obligations. | | |
| 21. | Miscellaneous | | |
| 21.1 | Waivers | | |
| 21.1.1 | Any tolerance, failure to enforce, or failure to exercise, at any time or for any period, of any provision of the Contract by either Party, shall not constitute, nor shall it be construed as, a waiver of such obligation. It shall not affect that Party's right to enforce or require compliance with such obligation or any other provision contained in the Contract at any later time. | | |
| 21.2 | Survival | 23. | Governing law |
| 21.2.1 | The invalidity, nullity, or unenforceability of any article or right arising from the Contract shall not affect the validity or enforceability of the remaining articles and rights. | 23.1 | The Contract, the Orders, and these General Terms and Conditions shall be governed and construed in accordance with Italian law, with the express exclusion of the rules set forth in the 1980 Vienna Convention on the International Sale of Goods. |
| 21.2.2 | Any provisions of the Contract expressly stated to survive the termination and shall remain in full force and effect notwithstanding the termination of the Contract. | 24. | Jurisdiction |
| 21.3 | Independence of the Parties | 24.1 | Any dispute arising out or relating to the Contract and/or these General Terms and Conditions and/or the Orders shall be subject to a mandatory attempt at amicable settlement between the Parties within thirty days of the dispute arises. If the Parties fail to reach a settlement within such period, the courts of Milan (Italy) shall have exclusive jurisdiction over any such dispute. |
| 21.3.1 | No provision of the Contract is intended to, or may be construed as, creating a partnership, agency, employment, or joint venture relationship between the Parties. All activities carried out by the Parties under the Contract are performed by the Parties as independent parties. | | |
| 21.3.2 | The Contract, or any Order, does not imply any relationship of subordination between the Customer and the Supplier, nor between the Customer and the Supplier's employees. The Supplier and its employees operate with full autonomy and independence from the Customer. | | |
| 21.4 | Non - exclusivity | | |
| 21.4.1 | The Parties expressly acknowledge and agree that their relationship under the Contract is not exclusive and that each Party may, subject to the confidentiality obligations set forth in the Contract, enter into substantially similar agreements with third parties concerning (i) products and/or services similar (or substantially similar) to the Products and/or Services covered by the Contract, or any part thereof, or (ii) where applicable, to the Products and/or Services, or any part thereof. | | |
| 21.5 | No - Representation Authority | | |
| 21.5.1 | The Supplier represents and warrants that, in the performance of the Contract, as well as of each Order, it does not represent the Customer and is not authorized to represent or act on behalf of the Customer under any circumstances. The Supplier may not assume commitments, enter into agreements, or create obligations in the name or on behalf of the Customer. | | |