

General Conditions of Purchase - Corden Pharma Bergamo S.p.A.

1. Purpose and scope

1.1 These general terms and conditions of purchase (hereinafter "**GCP**") regulate the purchase of Goods or Services by the Purchaser or the supply of Goods or Services by the Supplier and all the resulting relationships. Any modification and addition shall be valid only in case of specific written acceptance by the Buyer; otherwise, these GCP shall always prevail. The applicability of any general terms and conditions of sale laid out by the Supplier is expressly excluded.

1.2 The clauses contained in these GCP shall form an integral part of any Purchase Order and / or Supply Order and / or Contract. In case the Order or the Contract contains a provision in contrast and / or derogation from one or more provisions of these GCP, the conditions contained in the single Order or Contract shall prevail.

2. Definitions

The terms that appear with an uppercase initial letter in these GCP, both singular and plural, have the following meaning:

- (a) the term "**Buyer**" refers to the company by the name of Corden Pharma Bergamo S.p.A., with registered office in Treviglio (BG), Via Bergamo 121, Tax Code, Company Register and VAT reg. no. 01903340162, Economic Administrative Index of the Chamber of Commerce of Bergamo no. BG 245871, which issues the Order to the Supplier;
- (b) the term "**GCP**" refers to these terms and conditions, which always form an integral part of each Order;
- (c) the term "**Contract**" refers to any specific contract between the Buyer and the Supplier for the purchase or supply of Goods or Services;
- (d) the term "**Technical Documentation**" refers to all documents aimed at specifying the technical and operational characteristics of the Supply, such as drawings, manuals, technical specifications, agreements on quality, safety, health at work and on environmental protection which are an integral part of the Order;
- (e) the term "**Supplier**" refers to any natural or legal person who receives the Order from the Buyer and supplies the Goods or Services to the Buyer;
- (f) the term "**GDPR**" refers to EU Regulation 2016/679 of the European Parliament and Council of 27 April 2016;
- (g) the term "**Goods**" refers to the products and materials indicated in the Purchase Order and in the Technical Documentation (where available);
- (h) the term "**Intellectual Work**" collectively refers to any and all data, information, drawings, trademarks (registered and unregistered), names of use, domain names, distinctive signs, projects (general, executive, detailed etc.), diagrams, layout, ideas, software, know-how, documentation, including photographic documentation, regardless of the medium on which they are stored, as

well as their reproductions and copies (or parts thereof) and the like and, in general, any creations of the mind in the broadest sense, of any kind and / or nature, including distinctive signs, regardless of whether the aforementioned fall within the express protection provided by law, of any nature, order and degree, for intellectual rights;

- (i) the terms "**Purchase Order**" and "**Supply Order**" refer to the written order through which the Buyer respectively requests the supply of Goods or of Services;
- (j) the term "**Order**" refers without distinction to a Purchase Order or Supply Order, as well as to the set of obligations and rights between the Buyer and the Supplier for the supply of Goods and / or of Services: it consists of the set of special conditions, Technical Documentation and the GCP;
- (k) the term "**Party/ies**" refers to the Buyer and / or the Supplier;
- (l) the term "**REACH**" refers to Regulation (EC) no. 1907/2006 of the European Parliament and Council of 18 December 2006;
- (m) the term "**Services**" refers to the services indicated in the Supply Order and in the Technical Documentation (where available);
- (n) the term "**Facilities Concerned**" refers to the buildings and more generally the facilities owned by and / or available to the Buyer to which the Goods must be delivered or the Service provided.

3. Orders and their modifications

- 3.1 Orders, as well as modifications and / or additions thereof, must be in writing and must be sent through the SAP management system. Modifications to and/or additions of the Orders can be submitted by the Buyer by email. Any acceptance and/or confirmation of the Orders shall be sent by the Supplier by email.
- 3.2 The validity of any verbal agreements, including modifications and / or additions to these GCP, is subject to mandatory written confirmation by the Buyer.
- 3.3 Quotes have binding force for the Supplier and the fact that they have been made and sent to the Buyer does not entitle the former to any kind of compensation or other commitments or obligations in favor of the same. The acceptance of an offer or quote by the Supplier can only take place through the issuance of an Order by the Buyer or the entering into a Contract.
- 3.4 Even in the absence of a formal signature, acceptance of an Order by the Supplier constitutes a contractual fact by conduct pursuant to art. 1326 of the Italian civil code, to which these GCP apply. If the Supplier does not accept or does not confirm the Order in writing within 10 (ten) days of receipt or by a different deadline as set in the Order, the Buyer shall have the right to cancel it and shall be entitled to the full compensation of any consequent damage, or may decide to consider it as accepted. In any case, it is

understood that the execution of an Order within the assigned timeframe, even in the absence of the aforementioned acceptance or confirmation, implies unreservedly full acceptance of the Order and of the GPC.

- 3.5** After an Order has been sent, the Buyer may change the quality, quantity, characteristics and / or form of the Goods and / or Services; such changes must be promptly made by the Supplier. The Supplier must inform the Buyer, within and no later than 7 (seven) days from the receipt of the request for modification, of any effect and / or consequence that may arise and affect the supply due to said variation. In the event that these changes affect the timing and costs of the Order, the Parties may agree on additional compensation and / or an extension of the delivery deadline. In the event that the Supplier does not inform the Purchaser of possible effects and / or consequences due to the modification of the Order, it is agreed that the terms of delivery / fulfilment of the Order are those set out in the Order.
- 3.6** It is understood that the Buyer reserves the right to withdraw the Order by written notice with due indication of the reasons to the Supplier in the event of force majeure or modification of its plans, by refunding to the Supplier exclusively the amount corresponding to the expenses incurred and documented up to the withdrawal of the Order.
- 3.7** The Buyer may withdraw and/or cancel an Order that has not yet been executed at any time if the Supplier is in a state of insolvency, is put into liquidation or has requested admission to other insolvency proceedings, including receivership, or is declared bankrupt or subjected to other insolvency or similar proceedings, or has offered its assets to creditors or ceases or threatens to cease operations.
- 4. Shipments and packaging**
- 4.1** Shipments must be made by the Supplier, unless otherwise specified, at the prices and conditions that offer the overall most advantageous transport fare to the Buyer.
- 4.2** For shipments of Goods, the Supplier must use authorized couriers that are recognized nationally and/or internationally, with suitable insurance for the transported Goods. In case of special needs / risks in the activities / shipments due to the characteristics of the order, the Supplier undertakes to take out, upon the Buyers' request, the necessary supplementary insurance in order to guarantee delivery, showing a copy of the valid policy to the Buyer upon simple request. The related costs and methods will be specified and agreed each time between the Parties. Any stops, delays and other expenses due to lack of documentation by the Supplier shall be charged to the same. For shipments from abroad, the Supplier must send before the arrival of the Goods a certificate of origin and a copy of the invoice for customs purposes in four copies.
- 4.3** If requested by the Buyer, the Supplier must send a copy of the transport documents in advance of the de-

livery of the Goods. In any case, the transport documents must always be sent together with the Goods. Data referring to the Purchase Order and the place of delivery as specified by the Buyer must be indicated on all shipping notes, delivery notes, bills of lading, invoices and on the outer packaging.

- 4.4** All deliveries and supplies must always be accompanied by all the documentation necessary and suitable for their use (such as, by way of example, installation and assembly manuals, instruction and operating manuals and warranty certificates) and required by law and by any specific regulations applicable in relation to the supply of the Goods in question. In particular, the Supplier is responsible for full compliance with REACH for all substances and preparations, unless otherwise agreed- according to the definition given in art. 3 of REACH - supplied or imported by the same. In all the cases provided for by art. 31, paragraphs 1 to 3 of REACH, the Supplier must provide the Purchaser with a safety data sheet showing all the information required by art. 31, written in the language of the country on whose market the substance or preparation is placed. For substances and preparations for which the safety data sheet is not to be sent pursuant to art. 31 of REACH, the Supplier must however fulfil the obligations set forth in the following art. 32.
- 4.5** The Supplier is responsible for the packaging, labelling and shipping of hazardous Goods in accordance with the national and international regulations in force. The accompanying documents indicate the category of risk and any other required information based on the rules applicable to the chosen method of transport. The Supplier is liable for any loss or damage resulting from its failure to comply with the aforementioned standards. If, due to non-compliance by the Supplier with the applicable rules, it is not possible for the Buyer to accept a specific shipment, the goods shall be kept and returned to the sender at the Supplier's expense.
- 4.6** If the packaging is excluded from the price, when sending the Goods, the Supplier must give precise instructions for returning it. In the absence of instructions for returning the packaging, it is automatically understood that the Supplier does not require that it be sent back, and the Buyer may not be charged for its cost for any reasons.
- 4.7** The Buyer has the right to inspect the content and verify the conditions of said shipments. Tools and equipment must not be shipped together with the Goods supplied. The Goods must be properly packaged by the Supplier. The Supplier must inform the Buyer if particular attention is to be paid when removing the packaging.
- 4.8** Unless otherwise agreed, the INCOTERMS in force shall apply
- 5. Delivery of the Goods and provision of the Services**
- 5.1** The delivery of the Goods and the provision of the Service must be carried out in the place expressly indicated in the Order. In the absence of such indica-

tion, the place of delivery or provision is the address of the Buyer's headquarters.

- 5.2 In the event of a foreseeable delay, the Supplier must promptly inform the Buyer. Deliveries or supplies that do not comply with Orders or Technical Documentation may be refused by the Buyer without further clarifications to the Supplier. They may be accepted by the Buyer through prior written consent, with additional reserve for consequential damages.
 - 5.3 Dates, places and terms of delivery indicated in the Order are binding for the Supplier, who must adhere strictly to them. If a specific deadline has been agreed for the provision of the service by the Supplier, it is understood that the period before the deadline shall start from the time of receipt of the Order by the Supplier, unless otherwise agreed.
 - 5.4 In the event of total or partial non-fulfilment of the provisions of the Order, the Buyer reserves the right to refuse the delivery of the Goods or the provision of the Service, without prejudice to his right to full compensation for any consequential damage. The Buyer is also authorized to suspend payments that accrued for the Supplier's services, even if they were provided previously and for a different reason. It is understood that the Supplier is liable to the Buyer and must hold the latter harmless from any direct and indirect damage as well as from costs that he may incur/bear as a result of the breach.
 - 5.5 If the Order includes installation or start-up by the Supplier, all connected (also indirect) costs, e.g. travel and transport expenses, shall be borne by the Supplier, unless an express derogation is included in the Order.
 - 5.6 In express derogation of the second paragraph of art. 1510 of the Italian Civil Code, the Supplier is not released from the obligation of delivery by handing in the Goods to the carrier.
 - 5.7 The unconditional acceptance of late deliveries of Goods or provision of Services does not imply and may in no way be understood as a waiver by the Buyer of the request for compensation for damages.
 - 5.8 The Buyer always has the right to use any software and related documentation regarding the purchased Goods and/or the Service and which could be essential for their full use, according to the characteristics of the agreed Service and within the limits set for the use of the software.
- 6. Price and passing of risk**
- 6.1 The amount to be paid for the Goods and Services shall be agreed in each individual Order. The agreed prices, unless otherwise agreed in writing on a case-by-case basis, may not be modified and are to be considered fixed, invariable and all-inclusive. These prices also include the sale in favor of the Buyer of all possible intellectual property rights deriving from the Supplier's activity, pursuant to art. 14. If the amount has not been pre-determined but is variable due to the costs incurred and demonstrated and / or to the amount of hours actually spent in the provision of the Service, it may in no case exceed the total amount

approved by the Buyer in the estimate.

- 6.2 The Supplier accrues the right to the payment as the Buyer accepts the Goods and / or Services, unless otherwise agreed in writing. The agreed sum shall be paid, subject to the correct fulfilment of the relevant Order or Contract, in accordance with the terms and methods indicated in the individual Order or Contract, subject to the issuance of an invoice by the Supplier in compliance with the methods indicated in the Order or Contract or, in the absence of such indication, in art. 6.46.3 below. In case this is not indicated in the Order or Contract, the payment terms are no less than 60 days from the end of the month in which the invoice was issued, with payment by bank transfer. Bank charges shall in no case be accepted.
 - 6.3 In accordance with regulations on electronic invoicing, we inform you that the "Unique Office Code" of the Buyer, to whom electronic invoices must be sent, is SIIWP2A. If electronic invoices do not have to be issued, paper invoices must be sent to the address found in the Order, or in electronic format to the following e-mail address: Adriano.Berna@cordenpharma.com. Invoices must not bear a date later than the date of delivery of the relevant Goods and must refer to the Order number and transport document and indicate in the same sequence the Goods or Services listed therein. In the case of partial delivery, the invoice must indicate if the delivery is on account or a final settlement. In any case, the Buyer reserves the right to reject the Goods or invoices in the event of non-compliance with these rules and all costs and charges shall be borne by the Supplier.
 - 6.4 Acceptance of the Goods and / or Services is subject to inspection, control and / or testing by the Buyer in order to verify the absence of defects and the completeness and regularity of the supply. The payment of the balance of the invoices does not constitute acceptance.
 - 6.5 In case of delay in the supply of the Goods or provision of the Services due, the Buyer may request the Supplier to pay a penalty of an amount no less than 0.5% of the value of the Order for each day of delay, except for the greater damage and without prejudice to all legal remedies. The penalty will not be applied only in the event of delay due to reasons not attributable to the Supplier.
- 7. Certificates required by law**
- 7.1 The Supplier is responsible for attaching copies of the following certifications to the issued invoices as required by the law:
 - (a) certificates of type approval of the prototypes of each type of material, issued by the Ministry of the Interior, in full and valid version;
 - (b) certificates of conformity for each delivery of goods, with reference to the transport document number, to the Order number, to the quantity of the Goods and to the destination, to each type of material supplied, to the related type-approved prototype. This by filling in the appropriate forms

prepared by the Ministry of the Interior;

- (c) certificates of correct installation of the Goods in compliance with the indications contained in the aforementioned type-approval certificates and the technical data sheets of the products, by filling in the appropriate forms prepared by the Ministry of the Interior.

7.2 If the object of the delivery is machinery, equipment and / or plants, they must comply with the relevant specific applicable provisions and bear the CE mark. They must be in perfect working order and must have been manufactured in compliance with the regulations in force regarding plant safety and occupational hygiene and safety. The Buyer reserves the right to request the Supplier to take out an insurance policy to guarantee correct operation, as well as to cover third-party liability.

7.3 The Buyer reserves the right to suspend payment of invoices in the event that these are not provided with the above certifications.

8. Supplier's warranties

8.1 All services to the Buyer must be performed with utmost professional diligence and expertise and according to the highest standards in the sector, in full compliance with all applicable laws and regulations, in full managerial, economic and financial autonomy and with organization of means and management of resources at the Supplier's risk, in particular with regard to the management of collaborators (whether its own or working for authorized subcontractors) employed in the provision of supplies. In general, these employees are not subject to the Buyer's authority nor are they or will they be part of the Buyer's organization.

8.2 The Buyer reserves the right to verify the progress and perfect execution of the commissioned services, also through visits and checks at the Supplier's premises performed at the Buyer's discretion by its staff.

8.3 The Supplier guarantees that, regardless of any prior approval or control by the Buyer, the Goods and Services supplied are free from obvious or hidden defects of origin or manufacture and from functional defects, that they comply with the agreed specifications and that they meet the quality requirements as agreed by the Parties and supported by the guarantees provided for in artt. 1490, 1677, 1668 and 1669 of the Italian Civil Code and any other guarantee provided for by the laws in force in relation to the specific characteristics of the supply, of the Goods and / or of the Service. The Goods and Services provided must comply with the applicable legislation, in particular with legal and administrative provisions, tax and social security legislation, as well as the regulations on workplace safety and environmental protection.

8.4 The Buyer will notify the Supplier of the defects found within 60 (sixty) days of delivery, in the case of apparent defects and within 60 (sixty) days of discovery, in the case of hidden defects. Defects that have been discovered at the time of unpacking are also considered equivalent to hidden defects. The obligation to report defects in the above terms does not exist if the

Supplier has recognized the existence of the defect or concealed it. In any case, the responsibility of the Supplier for the defects of the supplied product and for the damages deriving therefrom to the Buyer or to third parties remains, in compliance with national and EU regulations. During the warranty period, it will automatically be renewed for the same period - for all parts replaced, repaired or modified - starting from the date of their return to service. It is understood that the repairs, replacements or modifications that are necessary to guarantee good functioning are the responsibility of the Supplier, without prejudice to the right to compensation for damages.

8.5 If the Supplier does not promptly eliminate the defects reported at the Buyer's request, the Buyer, without prejudice to any other legal remedy, may directly perform or instruct third parties to carry out any necessary interventions and charge the Supplier for the costs thereof.

8.6 The Supplier must indemnify and hold the Buyer harmless from any request and claim by third parties concerning the supply.

8.7 In the event of a dispute regarding the supply for any reason, the Buyer may suspend the related payment until the dispute is settled. The payment of the sum due for the supply does not in any case prejudice the right of the Buyer to dispute it, to claim the payment and to obtain compensation for any subsequent damage.

9. Prohibition of subcontracting

9.1 It is forbidden to the Supplier to entrust third parties with the total or partial fulfilment of the Order without the explicit written authorization of the Buyer. In case of non-compliance with this provision, the Order shall be withdrawn.

9.2 The Supplier shall always remain fully liable to the Buyer with respect to the work of such subcontractors and undertakes to indemnify and hold the Buyer harmless from any legal action and / or claim that they (or their employees or collaborators) may file.

9.3 It is the Supplier's responsibility and obligation to select the subcontractor as a result of an assessment concerning requisites pertaining to organizational structure, personnel, skills and suitable experience acquired in the sector, in compliance with regulations and obligations that apply to the activities and services covered by the subcontracting.

9.4 The Buyer reserves the right to ask the Supplier, for objective and not unreasonable reasons, to terminate its relationship with a subcontractor at any time and replace it with another subcontractor approved by the Buyer.

10. Prohibition of assignment

It is expressly forbidden for each Party to assign or otherwise transfer, in any form and for any reason, in whole or in part, the Order and / or the obligations deriving from it to each Party without the specific and prior written consent of the other Party. Without prejudice to the above, it is agreed that in any case the

Supplier is not permitted to assign to third parties the claims due to the Buyer.

11. Supplier's obligations

11.1 The Supplier undertakes to fully respect and follow properly and in a timely way all the instructions that the Buyer may provide to the same in order to avoid hindrances to its activity or other work / services in progress. The Supplier renounces from now on any additional compensation and / or indemnification.

11.2 The Supplier declares and guarantees the following, also for the purposes of art. 26 Legislative Decree 81/2008:

- (a) that it is registered with the Chamber of Commerce of its province and that it meets the necessary criteria in technical and professional terms;
- (b) that it has the appropriate means in terms of equipment and personnel to carry out in a timely way and properly all the services involved in the Order;
- (c) that it holds all the certificates, licenses, concessions, permits, conventions, authorizations, as well as any other document, however named, which is necessary and / or appropriate to provide the services contained in the Order.

11.3 The Supplier declares that it is aware of the current legislation on the administrative liability of companies and, in particular, of the provisions of Legislative Decree 231/2001 and that it complies with them. The Supplier also guarantees that it has duly trained, or that it undertakes to train its personnel with regard to the provisions of Legislative Decree 231/2001 and that it has established or put in place mechanisms for the supervision and control of its staff in order to prevent crimes, with particular reference to environmental crimes. Any failure by the Supplier to comply with the provisions of Legislative Decree 231/2001 shall be considered by the Buyer as a serious breach and a reason for termination due to failure to comply pursuant to art. 1456 of the Italian civil code, with immediate effect. During its relationship with the Buyer, the Supplier undertakes to promptly make the Buyer aware of any potentially significant event concerning the Supplier's corporate structure as contemplated by Legislative Decree 231 / 2001. Pursuant to this paragraph, "timely" communication means that it shall be received by the Buyer within and no later than two working days after the Supplier learns of the event.

11.4 When it is necessary in order to fulfil legal obligations and in particular to comply with Legislative Decree no. 81/2008, the Supplier undertakes, before executing the Order, to:

- (a) read and fully understand the documentation relating to "Risk Assessment", which shall be made available at the Facilities Concerned in which the Service is provided;
- (b) request detailed information on the specific risks existing in the environment in which the Service is provided;

(c) go to all the places where the Service is provided and to nearby areas and accurately assess all the specific risks existing in such places;

(d) find out about preventive and emergency measures adopted in the facility and the individual protection devices (I.P.D.) supplied to the personnel operating in the facilities involved.;

(e) cooperate with the Buyer to prepare the DUVRI (document for the evaluation of interference risks).

11.5 The Supplier undertakes to ensure a fair treatment of its personnel in terms of remuneration, regulations, social security, insurance and in general with regard to employment law in accordance with current collective labour agreements and additions thereto and local agreements supplementing them in accordance with applicable law. To this end, the Supplier undertakes to provide the Buyer at any time, at the latter's request, with all the documentation proving the fulfilment of the aforementioned obligations.

11.6 It is understood that there is no employment relationship between the Buyer and the Supplier's employees, in compliance with Legislative Decree 276/2003. The Supplier is solely responsible for the definition, execution and termination of the relationship between the Supplier itself and any self-employed or employed collaborators of the same who are appointed to provide a service. The Supplier is also the only responsible party in relation to the salary, social security contributions or any kind of claim which is related, connected or originating from the relationship between the Supplier and any self-employed or employed collaborators of the same who are appointed to fulfil the order received from the Buyer. The Supplier undertakes from now on to indemnify and hold the Buyer harmless from any claims made against the latter by the aforementioned collaborators and / or personnel of the Supplier and concerning claims of any nature, the definition, execution and termination of the current or past relationship between them and the Supplier. The Supplier undertakes to promptly notify the Purchaser, and in any case no later than 5 (five) working days from the moment in which it learns of it, of any dispute and / or claim by its employees or former employees in connection with the fulfilment of the Order.

11.7 The Supplier has the duty to ensure that its foreign collaborators are in compliance with the law on residence and work permits in Italy and that, when they are expected to operate at Concerned Facilities, that they have a good command of spoken and written Italian so that they can understand instructions regarding health and safety (including emergency plans, the meaning of the labels found on the products used and of signs and signals). With reference to collaborators who are not EU nationals, the Supplier must immediately interrupt their activity in the fulfilment of the order if their residence or work permit has been suspended, revoked, canceled or is otherwise no longer in order (even if only temporarily), and must immediately inform the Buyer. The Supplier shall not allow access to the Facilities Concerned to collaborators

without a valid residence or work permit.

11.8 In addition to complying with all applicable accident prevention regulations established by all applicable legislation at all levels, the Supplier undertakes to observe and make its employees and / or collaborators of any kind observe all the provisions and the Buyer's recommendations on safety, fire protection and in general on access to and behavior in the Concerned Facilities.

11.9 The Supplier guarantees that it is aware of the obligations arising from anti-corruption legislation and it has therefore ascertained that no situation (even potential and / or apparent) of conflict of interest exists which could compromise the establishment of a commercial relationship with the Buyer. The Supplier declares that it has verified, also with its employees, that no restrictions to collaboration exist, and it undertakes to ascertain and declare the absence of any irregularity, in compliance with the laws and regulations in force concerning anti-corruption and transparency, where envisaged and applicable, whether at national level or when they have been adopted by the Region concerned or relating to a specific industrial sector, including the implementation guidelines adopted by the National Anti-Corruption Authority (ANAC). The Parties undertake to comply with the obligations arising from the Order and the acceptance of these GCP in compliance with current legislation on the prevention and fight against corruption, racketeering, money laundering or terrorism.

11.10 The Supplier is required to take out an insurance policy with a well-known insurance company and with limits of liability in line with the highest market levels for its sector to cover the risk of injuries suffered by its collaborators and the risk arising from civil liability for any damage to the Buyer or to third parties, including machinery, plants and buildings. In this regard, the Supplier, if requested, must provide the Buyer with a copy of these insurance policies or true evidence of the fact that those previously sent have been renewed. The existence of an insurance policy does not exempt the Supplier from its responsibilities, and the same shall consequently remain liable for any damages not entirely covered by its insurance policies. The Supplier must also guarantee that it will maintain the aforementioned insurance contracts for the entire duration of the relationship with the Buyer.

11.11 The Supplier, pursuant to Legislative Decree 152/2006 and subsequent amendments, undertakes to remove, hold and dispose of the waste generated by the work activities and remains responsible for the management of the same, thus indemnifying and holding the Buyer harmless from any liability that may arise in this regard. If required by the regulations in force or following an express request, the Supplier shall transmit to the Buyer a copy of the documents proving the disposal.

11.12 The Supplier is and shall remain solely responsible for the correct, complete and timely provision of all the services involved in the Order and, in this regard, it accepts all responsibilities of any kind and nature. In

particular, without prejudice to the above, it is understood that the Supplier will be fully liable to the Buyer for the quality of the Goods and / or Services supplied and for the correct and timely fulfilment of the Orders and is also responsible for the work of its own personnel and / or of any entity it avails itself of, for any reason and in any form and manner, for and in the fulfilment of the Order.

11.13 Without prejudice to all remedies and rights due by law, even after the expiration or termination of the agreements that govern the supply contained in the Order, the Supplier undertakes to indemnify and hold the Buyer harmless from any claim, legal action (including action aimed at obtaining compensation), prejudice, damage of any nature, cost or expense (including legal fees, without limits) it should bear, even in the event of joint liability, following a breach of these GCP and / or the incorrect fulfilment of the Order and of the obligations taken, even when they arise from claims made by third parties.

11.14 If the Goods and / or the Service are found to be defective and / or not adequate to the Buyer's needs, the latter will be entitled to:

(a) Withdraw and/or cancel the Order and in any case terminate the relationship pursuant to art. 1456 of the Italian civil code;

(b) request that the defective Goods or Services be replaced or repaired. The costs of collection, repair or replacement shall be borne by the Supplier;

(c) request a price reduction.

In any case, the Buyer's right to compensation for all damages remains unaffected. Defective Goods shall be transported at the Supplier's expense and risk and the Buyer reserves the right to charge the Supplier for any costs incurred as a result of the above, also by deducting the relevant sums from the total amount due as indicated in the Order and however without prejudice to compensation for damages that the Buyer may suffer.

12. Audit, monitoring and verification activities

12.1 The Supplier guarantees the Buyer and any auditing company appointed by it as well as any regulatory authority the right of access to its premises, as well as the right to access and examine directly any documentation that refers exclusively to the fulfilment of the order and to the obligations on the Supplier itself as provided for in these GCP. In this context, the Buyer may have access to commercially sensitive information from the Supplier, its affiliates or any subcontractor involved in the fulfilment of the Order.

12.2 The audit companies eventually appointed by the Buyer shall only report significant information in order to verify compliance with the GCP. It is understood that, if it uses an audit company, the Buyer undertakes to ensure that the company signs a confidentiality agreement. During these checks, the Supplier undertakes to provide all the cooperation and assistance that can reasonably be requested during normal business hours, it being understood that the Buyer under-

takes to ensure that any auditor or other person to whom access is granted for the purposes referred to in this article cause the least disturbance to the Supplier's activities and comply with safety regulations. The Buyer shall directly bear the costs of auditing, monitoring and verification arising from the actions described in this article.

13. Privacy Policy

13.1 All technical or business data that the Buyer makes available in the preparatory negotiations and while determining specific aspects of an order or in the event of activities, purchases or services provided as well as documents, drawings, sketches, models, molds, samples, components and knowledge, however collected, processed and developed, as well as being used exclusively for the purposes of execution of the provisions, are confidential and cannot be divulged except as a result of express written authorization by the Buyer, except in case the Supplier must comply with legal obligations or requests from Public Authorities which cannot legitimately be refused. The information disclosed by the Buyer or resulting from documents that have entered the public domain are excluded from confidentiality obligations.

13.2 The Supplier is liable to the Buyer for complying with the confidentiality obligations referred to in this article by its employees and collaborators, as well as its subcontractors and their employees and collaborators. The Supplier undertakes to develop and take care of logical and physical security measures (on any type of medium) to protect the data from destruction, manipulation, unauthorized access or copying and, if requested, to give back to the Buyer the documents and information provided by the same or in any case held to carry out the activities and to destroy all copies at the date on which the agreements governing the provision of data cease to be valid.

13.3 The Supplier and its assignees are bound by secrecy for the entire duration of the agreements that govern the supply and for ten years following their conclusion, also in case the company name and the ownership structure of the Supplier changes, except in cases where the information of which it has become aware has entered the public domain. In the event of a breach, the Buyer may take action to obtain compensation for damages, without prejudice to the right to prosecute the Supplier pursuant to article 621 ff. of the Italian criminal code.

13.4 The Supplier undertakes to process all personal data and information according to lawfulness, fairness and transparency principles, in full compliance with all the minimum security measures provided for by law and in compliance with the measures adopted in this regard by the Buyer.

13.5 Pursuant to the provisions of the GDPR and of Legislative Decree 101/2018 on the protection and processing of personal data, with reference to the personal data relating to the fulfilment of the Order or Contract, the Parties declare that they have exchanged the information pursuant to articles 13 and 14 of the GDPR regarding the aims, the legal bases of

the processing, the methods and tools used, as well as the rights and ways of exercising them. The Parties declare that the personal data provided is correct and true, relieving each other of any responsibility for errors in filling out documents or for errors deriving from inaccurate attribution of the data in electronic and paper archives. The Parties undertake to process the personal data relating to the Order and its fulfilment in compliance with the principles indicated by the GDPR, to comply with the requirements of the GDPR and to adopt the appropriate security measures pursuant to Article 32 of the GDPR. The Supplier undertakes to appoint a "person in charge of data processing" who shall have access to data for which the Buyer is the Controller, giving appropriate instructions in order to ensure compliance with applicable regulations. With particular reference to any sensitive data processed while performing the service, the Supplier undertakes to comply and ensure that its employees comply with the regulations in force regarding the processing of such data as well as to comply with specific instructions given by the data controller in this regard.

If the Supplier detects a breach of personal data, as defined in the GDPR, or, in any case if it cannot comply with the instructions it has received from the data controller, also by accident or force majeure (damages, malfunction of protection and access control, etc.), it must implement possible and reasonable safeguards and must immediately inform the Buyer and agree on possible further protection measures. If the Supplier receives from a data subject a notice concerning the exercise of the rights pursuant to articles 15-22 of the GDPR, and if this notice concerns the processing carried out by the Supplier on behalf of the Buyer, the Supplier undertakes to notify the Buyer (in any case no later than 24 hours of receipt of the notice by the data subject). If, in relation to the services provided to fulfil the Order, the Supplier is appointed by the Buyer (in its capacity as data controller) as data processor pursuant to art. 28 of GDPR, the Buyer shall appoint the Supplier by a specific written document.

13.6 Unless otherwise authorized in writing by the Purchaser, it is absolutely forbidden for the Supplier to publicly disclose its relationship with the Buyer and in particular it is expressly forbidden for the Supplier to indicate the Buyer among its customers and / or publish statements attributed to the Buyer on its website(s) or other media.

14. Intellectual property

14.1 The Buyer acquires full ownership of all rights to exclusive economic use of all Intellectual Work resulting from the Goods and the Services supplied.

Therefore:

- (a) the Supplier guarantees full ownership and free availability to what is supplied, hence the rights to use it to the Buyer;
- (b) as an example, all documents, contents, even online, of any kind, presentations, advertising works, drafts delivered become the Buyer's

property and the latter may use them with no limits and with no further payments to the Supplier or to third parties other than what is agreed in writing;

- (c) the Supplier shall hold harmless and relieve the Buyer of any third party claim connected to the use or economic exploitation of what is supplied as it is the Supplier's responsibility to ensure that Goods delivered and/or Services supplied and their use do not violate any patent, copyright or other intellectual or industrial property right of third parties, either national or international.

If the Supplier should not be able to guarantee the Buyer exclusive ownership for what is supplied, it is meant that the Supplier has granted the Buyer a licence to use what is supplied free of charge and indefinitely. The Supplier undertakes to formalize the above in compliance with the Buyer's reasonable requests.

- 14.2** All and any Intellectual Work delivered to the Supplier by the Buyer – directly and/or indirectly, through its representatives – and, in any case, made available and becoming available to the Supplier because of and/or related to the relationship in question, are and remain subject to the most rigorous rules related to intellectual property rights and, in any case, are and remain the sole property of the Buyer and are solely available to the latter. Consequently, the Supplier acknowledges and agrees that no clause in the Order in question may be interpreted as granting the Supplier any right to the Intellectual Work.
- 14.3** Any use of the Intellectual Work by the Supplier (directly and/or indirectly, also through Supplier's representatives) that is not strictly needed for the purposes of perfect, punctual execution of the Order is expressly forbidden, unless with express, specific, prior, written authorization from the Buyer.
- 14.4** The right of the Supplier to use the Intellectual Work, as specified in the Order, shall cease immediately as soon as that use is no longer indispensable to execute the Order itself and, in any case, when the latter should expire, be terminated and cease for any reason.
- 14.5** Furthermore, the Supplier undertakes, for itself and its employees, collaborators, representatives and, in general, third parties it uses for any reason, to keep all Intellectual Work confidential, at all times; undertaking to hold harmless and relieve the Buyer of any damage and prejudice, of any kind, it could suffer due, or connected, to an inappropriate use and/or not specifically authorised of the Intellectual Work.
- 14.6** It is understood that the Supplier is specifically forbidden to exploit the Intellectual Work - directly or indirectly, for itself or for third parties.
- 14.7** On acceptance and/or execution of the Order - for any cause or reason and, anyway, in any other case where it receives a simple request from the Buyer, the Supplier shall promptly return all documents to the Buyer and, in general, all Intellectual Work made available to the Supplier to execute the Order itself; as

well as the copies and reproductions, full and partial possibly made of those documents and of the Intellectual Work, as well as any opinion, report, comment or analysis.

- 14.8** Furthermore, the Supplier undertakes to delete and/or destroy any information and Intellectual Work recorded and/or memorized on computer or other tool owned, controlled, stored or available for its use, unless it should be strictly needed to fulfil legal obligations.

- 14.9** The validity of obligations in this article shall last even after the acceptance and/or execution of the Order, for any reason whatsoever, for no less than 5 (five) years.

15. Express termination clause

Besides the specific cases in the articles 11.13 and 11.14 mentioned above, the Buyer has the right, without prejudice to any other solution granted, including the right to compensation for damages, to revoke the Order in writing, fully or partially. Hence to declare the relationship as terminated coming into effect from the date the communication sent to the Supplier is received, pursuant to art.1456 of the Italian civil code in cases where:

- (a) the Supplier does not comply with the obligations in these GCP, with specific but not sole reference to art. **Fehler! Verweisquelle konnte nicht gefunden werden.** and 11.9, or the Supplier's conduct could in some way damage the reputation of the Buyer, without prejudice to compensation for damages suffered;
- (b) the Supplier should suffer any substantial change of ownership of its shares or stock, through which there is a change to the subject holding the majority required to elect Directors; or should suffer the transfer to third parties of a substantial part of its company (e.g. with extraordinary corporate transactions);
- (c) the Order purpose establishes the transport of dangerous or toxic-harmful substances and the Supplier does not have the appropriate national or regional authorisations.

16. Right to withdraw

The Buyer may withdraw pursuant to and for the purposes of article 1373 of the Italian civil code at any time, sending a simple communication to the Supplier by Certified E-mail (PEC) or registered letter with return receipt. In that case, the Supplier shall have the right to the consideration effectively accrued at the effective date of withdrawal, excluding any further fee and/or indemnity.

17. Force majeure

If any extraordinary and unforeseeable events should occur due to force majeure circumstances, blocking or delaying execution of the Order by the Supplier (such as epidemics, wars, coups, earthquakes, fires, natural disasters), the terms for execution of obligations resulting from the Order shall be considered as extended for as long as those events and their effects last.

The Party affected by the force majeure circumstance shall promptly notify the other Party in writing of the occurrence and when the occurrence ceases, taking all suitable measures to limit the effects. If the above-mentioned force majeure circumstances should last for longer than three months, each Party shall have the right to terminate the agreements, as the Order foresees that a simple written notification be sent to the other Party for that purpose.

18. Duration

These GCP shall become applicable from when the Order is signed by the Supplier until the effective conclusion of the activities established therein. Any tacit and/or automatic renewal of the contractual relationship is specifically excluded.

19. Law applicable and jurisdiction

19.1 These GCP are regulated by Italian law and are interpreted in compliance with the same law.

19.2 Without prejudice to the following art. 19.3, any dispute over the execution of the Order and/or relations resulting from the Order itself shall come under the sole jurisdiction of Bergamo Court of Law.

19.3 If the registered office of the Supplier is located outside the European Union or the European Free Trade Association, all disputes arising out of, related or connected to these GCP shall be settled, without recourse to the ordinary courts of law, by arbitration, under the arbitral Bylaws and Regulation of the Chamber of Arbitration of the Bergamo Chamber of Commerce, effective from October 28, 2019, by an Arbitral Tribunal of three arbitrators. The language of the arbitral proceedings shall be Italian or English and the applicable substantive law the Italian law.

Bergamo, December 2019