	<b>GENERAL PURCHASE TERMS AND CONDITIONS</b> <b>(CGdA)</b> <b>FOR PRODUCTS AND / OR SERVICES</b>  <b>(2023-11 ENG)</b>	PRI-09 Mod. CGdA
		Rev. 3
		Pag. 1 of 6

## 1. DEFINITIONS

1.1 In this document, the following terms will have the following definitions:

- **“Products”**: the products with accessories, of the relative engineering system which enables their complete, effective and safe operation, and the technical documentation, as well as the necessary certifications which the Supplier undertakes to deliver to FRIEM in accordance with the Contract and/or these General Terms and Conditions;
- **“Client”**: Friem S.p.A. (“FRIEM”), with the place of business in Segrate (MI), Via Edison 1, which orders and purchases the Products and/or Services from the Supplier. The definition includes reference to the Subsidiary/Subsidiaries as defined hereinbelow;
- **“FRIEM General Terms and Conditions”**: these General Terms and Conditions of FRIEM for the purchase of Products and/or Services (2023-06 Italia), which form part of the Contract;
- **“Delivery”**: delivery of the Products by the Supplier to the Client in compliance with Clause 7;
- **“Contract”**: a written agreement and/or Purchase Order for Products and/or Services by the Client to the Supplier, including any written specifications subsequently signed by both parties to amend and/or integrate the Contract, including the FRIEM General Terms and Conditions;
- **“Subsidiary”**: means any company that is, directly or indirectly controlled by or is under the joint control of the Client, pursuant to the definitions of Art. 2359 of the Civil Code;
- **“Client Data”**: data and information, including Personal Data, obtained by the Supplier for the purposes of the Contract, that relate to the Client, its Subsidiaries or their respective clients or suppliers;
- **“Personal Data”**: means any data or information relating to an identified or identifiable natural person;
- **“Intellectual Property Rights”**: (a) patents, utility models, copyrights, database rights and trademarks, trade names, industrial designs, know-how and invention proposals; (b) patent applications or derivatives thereof, including confirmations, renewals, extensions; and (c) all other intellectual property rights;
- **“Supplier”**: the party that supplies the Products and/or the Services to the Client or to one of the Subsidiaries at the relative Place of Delivery;
- **“Place of Delivery”**: warehouse, factory or other property indicated for the physical delivery of the Products and/or to render the Services of third-party carriers or logistic suppliers identified by the Client or, if such place has not been indicated, the place of business of the Client in Via Volta 5, Segrate (MI);
- **“Order”**: the order placed by the Client with the Supplier for the purchase of Products and/or Services;
- **“Party”**: the Client or Supplier or jointly, the “Parties”;

- **“Services”**: the services, with the technical documentation, the necessary certification as well as the relative engineering system to enable its full, effective and safe use, which the Supplier undertakes to provide in accordance with the Contract and these General Terms and Conditions;
- **“Integrated Software”**: the necessary software for the functioning of the Products, integrated and provided as integral part of the Products;
- **“Variations on the Order”**: a variation on any Order which alters, modifies, omits, adds or otherwise changes the Order or part thereof.

1.2 References to clauses are to the clauses of the FRIEM General Terms and Conditions.

1.3 The headings of the clauses are included solely for ease of reading and do not affect the interpretation of the FRIEM General Terms and Conditions.

## 2. APPLICATION OF THE CONDITIONS

2.1 The FRIEM General Terms and Conditions integrating the Contract, include or coincide with the Order, unless otherwise specifically regulated by the Contract itself. In the event of overlap, discrepancies and contradictions between the Contract and the FRIEM General Terms and Conditions, the following order of application precedence will be followed:

- The Contract
- The Order
- These FRIEM General Terms and Conditions


2.2 Any changes to the Contract must be stipulated in writing between the Parties

## 3. SUPPLIER'S LIABILITY

3.1 The Supplier undertakes to deliver the Products to the Client and/or to provide Services in compliance with the applicable laws and regulations, as well as in accordance with the Contract and the Supplier guarantees to the Client that the Products and Services are free from faults or defects both in relation to the functioning and the safety, health and security, and from third-party rights, and they are suitable for the purposes specified in the Contract and for the aims, those for which said Products and/or Services are normally used.

3.2 The Supplier shall ensure that the Products are packaged according to FRIEM packaging instructions and, in the absence of sector standards, in compliance with the requirements of any applicable law or regulation, in a way that will adequately preserve and protect the Products and enough to allow unloading and inspection in safety at the relative Place of Delivery.

3.3 The Supplier is fully and exclusively liable and he undertakes to indemnify and hold harmless the Client from any claim, lawsuits, direct and indirect losses, professional accident that may occur resulting in the death, injury or illness that may affect its employees

	<b>GENERAL PURCHASE TERMS AND CONDITIONS</b> <b>(CGdA)</b> <b>FOR PRODUCTS AND / OR SERVICES</b>  <b>(2023-11 ENG)</b>	PRI-09 Mod. CGdA
		Rev. 3
		Pag. 2 of 6

and/or subcontractors in general, in relation to the supply of Products and/or Services.

3.4 The Supplier shall not be liable for any deterioration or decrease of value and/or functioning of the Products and/or Services supplied which depend on a conduct or an omission of the Client.

#### 4. QUALITY CONTROL AND PRODUCT LIABILITY

4.1 If the Client and/or the Subsidiary identify faults or defects regarding the quality of the Products and/or Services supplied or rendered by the Supplier, the Client shall inform the Supplier with the relative written communication. Notwithstanding any other remedy or measure available to the Client pursuant to the Contract, the FRIEM General Terms and Conditions, and the law, the Supplier, at the Client's request, will undertake, at the Supplier's risk and cost, an analysis of the causes of quality defects and faults. The relevant outcome will be communicated in writing to the Customer promptly and no later than twenty (20) calendar days after notification of quality problems. The Client reserves the right to carry out an inspection at the Supplier also through third party experts based on the results of the testing or if the Supplier does not comply with the provisions of this clause. The Supplier shall also promptly inform the Client in writing if it becomes aware of any problems connected with quality, functioning and/or safety that may affect the Products and/or Services.

4.2 If Products already placed on the market prove to be defective or otherwise dangerous, the Supplier undertakes to implement and bear the costs of the relevant recall and withdrawal campaign, and/or to refund to the Client the costs of the recall campaign.

4.3 The Supplier shall indemnify and hold the Client harmless from direct and indirect losses in situations where a product liability action or other legal action is exercised against the Client in the event that a defect in the Product and/or a Service provided by the Supplier has caused injury or death to any person and/or property damage to the Client and/or third parties.

#### 5. ORDER VARIATIONS

5.1 The Client may issue Order Variations to the Supplier and the Supplier shall make such Order Variations. If an Order Variation results in an increase or reduction in the cost or time required to perform the Services or Products, an equitable adjustment to the price and/or Delivery schedule shall be agreed between the Parties in writing. In no circumstances shall the Supplier will bear additional costs and/or seek refund of additional costs from the Client unless an Order Variation has first been agreed upon. Any request by the Supplier for an adjustment under this Clause shall be deemed waived if it is not submitted within seven (7) calendar days after receipt by the Supplier of the Order Variation. Order Variations requested by the Supplier shall only become effective after written confirmation by the Client.

5.2 The Supplier shall not suspend the Delivery of the Products and/or Services, except in cases referred to clause 16.

#### 6. PAYMENTS, INVOICING

6.1 In return for the Products delivered and/or the Services provided by the Supplier in accordance with the Contract, the Client shall pay the Supplier the purchase price specified in the Contract upon receipt

of the relevant invoice and provided that the invoice has been prepared in accordance with and pursuant to Clause 6.2 below. Payment shall be made in the country in which the Supplier has its registered office, to a bank account opened in the name of the Supplier. The price shall include all taxes and duties (other than VAT or its equivalent), as well as all costs relating to the manufacture, production, storage and packing (including the return of any returnable packaging) of the Products.

6.2 The Supplier shall submit invoices in an auditable format, in compliance with the applicable rules, generally accepted accounting principles and the specific requirements of the Client. The Supplier shall indicate the Order number on all invoices.

6.3 The Client reserves the right to set off or withhold payment if the Products and/or Services supplied do not comply with the Contract.

#### 7. DELIVERY, PERFORMANCE OF SERVICES

7.1 Unless otherwise agreed in the Contract, the Products shall be delivered in compliance with the INCOTERMS 2020 FCA, at the Place of Delivery.

7.2 The Services shall be performed at the Place of Delivery.

7.3 The Supplier will communicate, at least thirty (30) days prior to preparing the shipment of the Products, the following minimum information: the number of packages and their contents, the customs tariff codes of the country of delivery, and the countries of origin of all Products. For controlled Products, the relevant national export control codes and, if the Products and/or Services are subject to US export regulations, the US Export Control Classification Codes (ECCN) or the International Traffic in Arms Regulations (ITAR) Classification Codes shall be indicated. Evidence of preferential origin as well as declarations of conformity and marks of the country of delivery or destination should be submitted without being requested; certificates of origin on request.


7.4 At delivery, the Supplier (or carrier commissioned by the latter) shall provide the Client with a bill of lading/delivery note and all the required export and import documentation.

7.5 Ownership of the Products is transferred to the Customer upon Delivery, unless otherwise agreed in writing

#### 8. ACCEPTANCE

8.1 Delivery of the Products or the provision of Services shall not be deemed to constitute acceptance of the compliance/quality of the said Products or Services by the Client. If the defect, fault or non-compliance of the Products and/or Services was not detectable, the Client shall communicate such defect, fault or non-compliance once it becomes apparent, and may refuse the Products and/or Services.

8.2 The Parties may agree on a specific acceptance procedure in the Order, in which case, acceptance shall be subject to a written declaration by the Client. The Supplier shall inform the Client in writing within a reasonable period of time, prior to when the Products and/or Services will be ready for inspection or testing for acceptance, as agreed in the Contract.

	<b>GENERAL PURCHASE TERMS AND CONDITIONS (CGdA) FOR PRODUCTS AND / OR SERVICES  (2023-11 ENG)</b>	PRI-09 Mod. CGdA
		Rev. 3
		Pag. 3 of 6

## 9. LATE DELIVERIES - PENALTIES

9.1 The Supplier shall deliver the Product or provide the Services in accordance with the dates or times agreed and specified in the Contract. If Delivery of the Products or provision of Services does not comply with the delivery date(s) agreed, for reasons not depending on the Client, the Client may:

- a) terminate the Contract by written notice to the Supplier if the delay exceeds twenty (20) calendar days;
- b) legitimately refuse the Products or provision of Services without any further charge or costs, already agreed, by said Supplier;
- c) recover reasonable costs sustained by the Client from the Supplier to obtain replacement Products and/or Services from another supplier;
- d) claim compensation for damages for possible costs, expenses and penalties sustained by the Client, which are attributable to a delay by the Supplier; and
- e) claim the penalties agreed in point 9.3 below.

9.2 The Parties agree that the Client may choose one or more remedies indicated in point 9.1 above

9.3 In the event of any non-agreed early or late delivery with respect to the delivery date agreed between the Parties, the Supplier shall promptly inform the Client and provide details of such early or late delivery and its effect on the planned delivery date. The Client shall be entitled to demand payment of the penalty set out below for delays, except in the event of force majeure, at the value of 1% of the full price of the Products and/or Services specified in the Contract for each day of delay, up to a maximum amount of the penalty equal to 20% of the full price specified in the Contract.

## 10. WARRANTIES AND REMEDIES IN CASE OF DEFECTS, FAULTS AND NON-COMPLIANCE OF THE PRODUCTS AND/OR SERVICES

10.1 The Supplier warrants that the Products supplied shall have the qualities and characteristics provided in Clause 3.1 above.

10.2 As integration of the warranties provided under Clause 3.1 above, the Supplier warrants and represents that the Products are new and have not been used by anyone before the Delivery Date and that they are and shall remain free from defects, faults and deformities for the entire Warranty Period.

10.3 The Warranty Period of the Products is twenty-four (24) months from Delivery or as specified in the Contract.

10.4 In case of hidden defects, faults or non-compliance of the Products detected by the Client during the Warranty Period, the Client will have the right to claim one or more of the following remedies at its discretion and at the Supplier's expense:

10.4.1 request to the Supplier to promptly repair the Products within and not after 14 (fourteen) calendar days from the Delivery Date, with a subsequent Warranty Period of the same length;

10.4.2 request to the Supplier to replace the defective Products, with a subsequent Warranty Period of the same length;

10.4.3 terminate the Contract, and in such case:

10.4.3.1 no payment shall be due to the Supplier by the Client for the Products supplied in breach of Contract

10.4.3.2 at the Client's choice, the Supplier shall be obliged to return all payments received from the Client for Products in breach of Contract and accept the returned Products at its own cost and risk;

10.4.3.3 the Client may obtain replacement Products from an alternative supplier and any increase in the cost shall be sustained by the Supplier.

10.6 The rights and remedies available to the Client and contained in this Contract are cumulative and do not exclude any other legal rights or remedies.

## 11. INTELLECTUAL PROPERTY RIGHTS

11.1 The Supplier grants the Client, or, alternatively, transfers to the Client full rights of use, licence or ownership of any Intellectual Property Rights of the Products and/or Services and represents and warrants that the supply of the Products and/or the Services to the Client shall not infringe any Intellectual Property Rights of any third party.

11.2 In case of complaints, lawsuits or third-party claims against the Client for alleged infringement of Intellectual Property Rights due to or as a result of the supply of Products and/or the performance of Services, the Supplier shall, at its own expense, but at the Client's discretion, cumulatively (i) obtain the right to continue using the Products and/or Services for the Client and/or the clients of the Client, as the case may be; (ii) modify the Products and/or Services to cease/terminate/remedy the infringement of the Intellectual Property Rights; or (iii) replace the Products and/or Services with equivalent ones which do not infringe any right. Alternatively, the Client shall have (i) the right to terminate the Contract, (ii) demanding restitution of all sums paid to the Supplier under the Contract and (iii) the right to claim compensation for damages incurred, as well as (iv) any extra costs incurred in replacing the Products with third-party products


## 12. COMPLIANCE, INTEGRITY

12.1 The Supplier shall supply the Products and/or Services in compliance with all applicable laws, regulations and codes of conduct.

12.2 The Supplier warrants and represents total compliance, present and future, with all applicable laws including those aimed at securing the necessary customs clearances, proof of origin, import/export licences and exemptions by submitting the relative applications to the relevant government bodies and/or providing supplementary information relating to the provision of services, the release or transfer of goods, hardware, software and technology.

12.3 The Supplier warrants and represents that no goods, materials, equipment, component, part, technology or services included, incorporated or otherwise provided in relation to the Products and/or Services originate in countries or regions subject to embargo by any government authority (also, referred to as the "Relevant

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	<b>GENERAL PURCHASE TERMS AND CONDITIONS</b> <b>(CGdA)</b> <b>FOR PRODUCTS AND / OR SERVICES</b>  <b>(2023-11 ENG)</b>	
	PRI-09 Mod. CGdA	Rev. 3
		Pag. 4 of 6

Authority”), and that may issue sanctions or other measures against the Client too. If any one of the Products and/or Services should or shall be subject to export restrictions, it will be liability of the Supplier to promptly inform the Client in writing, providing details of such restrictions.

12.4 The Supplier warrants and represents that it is not a legal or natural person subject to sanctions (the “Sanctioned Person”) issued by a Relevant Authority, including a person on the Specially Designated Nationals (SDN) lists and the USA’s Blocked Persons List. The Supplier acknowledges that the Sanctioned Persons may include persons who are not expressly included in said lists, but also legal persons who are directly or indirectly controlled or owned by 50% or more by a Sanctioned Person. The Supplier warrants and represents that no Sanctioned Person has any financial or similar interest in the Products and/or Services and that the supply of such Products and/or Services does not imply any transfer, payment or any other interest in the property/ownership of a Sanctioned Person.

12.5 The Supplier acknowledges and confirms that it has examined the FRIEM Code of Ethics, present on the Company’s website and undertakes to comply with it within the limits of its competence and responsibility.

Any failure to comply with these principles may constitute a breach of contract, legitimizing FRIEM to terminate the relationship pursuant to and for the purposes of Article 1456 of the Civil Code, without prejudice to the right to compensation for any damage suffered by FRIEM as a result of such non-fulfilment.

12.6 FRIEM has created reporting/complaints channels where its employees will be able to report alleged breaches of the applicable laws, policies or rules of conduct to the following email address: [odv@FRIEM.com](mailto:odv@FRIEM.com).

### 13. CONFIDENTIALITY, SECURITY AND DATA PROTECTION

13.1 The Supplier is obliged to maintain the Client’s Data and any other information regarding the business, products and/or technologies of the Client that the Supplier obtains in relation to the Products and/or Services to be supplied (both before and after acceptance of the Contract) strictly confidential. The Supplier shall limit distribution of said confidential materials to its employees, representatives or subcontractors or to other third parties on a need-to-know basis in order to supply the Products and/or Services to the Client and will ensure that they comply with the same confidentiality obligations applicable to the Supplier and will be responsible for unauthorized disclosure.

13.2 The Supplier shall take all the necessary precautions, suitable for the type of Personal Data to be protected, in relation to the unauthorized access and disclosure of said Client Data. The Supplier may share confidential information with recipients such as statutory auditors, lawyers and consultants as long as (i) such information is provided only to those who strictly need it, and (ii) such persons sign a confidentiality agreement with the Supplier with terms which are substantially similar to those considered herein or, where applicable, such persons are bound by professional codes of conduct guaranteeing the confidentiality of such information.

13.3 The Supplier shall not (i) use the Client Data for any other purposes that are unrelated to the supply of Products and/or Services, except to fulfill specific accounting and tax obligations or other statutory or contractual obligations (ii) reproduce all or part of the Client Data in any form whatsoever, with the exception of those cases in which it is required under the Contract; (iii) communicate the

Client Data to third parties, with the exception of the approved recipients indicated above or with the prior written consent of the Client.

#### 13.4 Protection of Personal Data

13.4.1 If, in connection with the supply of the Products and/or Services to the Client, the Supplier processes Personal Data of the Client, the Supplier undertakes to comply with the applicable laws and regulations on the protection of personal data, including EU Regulation no. 2016/679 (the “GDPR”) and Legislative Decree no. 196/2003, as subsequently amended by Legislative Decree no. 51/2018 and Legislative Decree no. 101/2018 and subsequent amendments and integrations (the “Privacy Code” and, the “GDPR” jointly, as well as the applicable relevant measures/decisions on the matter issued by the Italian Data Protection Authority, are referred to as the “Privacy Law”). The Supplier authorizes the Client to enter the Supplier’s Personal Data, including those relating to the Supplier’s personnel, into its databases, to process such Personal Data for the sole purpose of executing the Contract and fulfilling the related fiscal, accounting and administrative obligations, as well as any other legal obligation connected with the Contract. The Supplier also acknowledges that the Client may communicate the Supplier’s Personal Data to third parties if such processing or communication is necessary for the following purposes: (a) fulfilment of specific accounting and tax obligations; (b) management and execution of the relationship and contractual obligations, as well as the related information aspects; (c) purposes related to obligations provided for by the laws, regulations or EU rules, as well as provisions issued by the competent authorities; (d) litigation management; (e) statistics and surveys on the respective company standards; (f) internal control systems. The Supplier warrants that, in compliance with the Privacy Law, its personnel shall be duly informed of the possibility of the aforementioned processing by the Client.


13.4.2 The Supplier acknowledges that the Supplier’s performance of the Contract may involve the processing of Personal Data on account of the Client by the Supplier, therefore in accordance with the Privacy Regulations the Client may require the signing of additional data processing agreements including a contract for the appointment of the Supplier as a data controller under Article 28 of the GDPR. To the extent that such additional agreements are not initially entered into as part of the Contract, Supplier, its Subsidiaries or subcontractors shall, upon Client’s request, promptly enter into such agreements as directed by Client.

### 14. LIABILITY AND INDEMNITY

14.1 The Supplier shall maintain in force, and if so required provide evidence to the Client of the relevant proofs, an adequate liability insurance policy as well as an accident/employer’s liability policy under Health and Safety at Work laws and regulations with an insurance company of proven reputation and financial strength, which, however, shall not relieve the Supplier from its liability to the Client. The amount insured shall not be considered as a limitation of liability.

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	<b>GENERAL PURCHASE TERMS AND CONDITIONS</b> <b>(CGdA)</b> <b>FOR PRODUCTS AND / OR SERVICES</b>  <b>(2023-11 ENG)</b>	PRI-09 Mod. CGdA
		Rev. 3
		Pag. 5 of 6

## 15. TERMINATION AND WITHDRAWAL

15.1 The Client may terminate the Contract at any time by giving the Supplier fourteen (14) calendar days written notice. In this case, the Client shall pay the Supplier the price of the Products and/or Services delivered or supplied (provided that such Products and/or Services comply with the law and the Contract) and the proven – supported with written documentation - direct costs reasonably incurred by the Supplier for the undelivered and unpaid Products and/or Services, which shall, in no case, exceed the purchase price of the Products and/or Services agreed in the Contract. No further compensation or indemnity shall be due by the Client to the Supplier in respect of any termination exercised under this Clause.

15.2 The Client may terminate the Contract with immediate effect by written notice if the Supplier is subject to a voluntary arrangement procedure, or if a petition for bankruptcy is filed or a judgment of bankruptcy is issued against the Supplier, or if a cause for winding-up arises or if there is a change in the control of the Supplier.

15.4 At termination, the Supplier shall immediately return to the Client, at its own expense, all Products of the Client, the Client's Data, as well as any documentation covered by confidentiality obligations, documentation on Intellectual Property Rights that are in the Supplier's possession at that time, and provide the Client with the complete documentation of the Products and/or Services supplied.

## 16. FORCE MAJEURE AND HARDSHIP CLAUSE

16.1 The Parties agree that extraordinary circumstances, beyond the control of any of the Parties and unforeseeable at the time of the conclusion of the Contract that result in the inability to execute this contract, such as but not limited to wars, civil wars, natural disasters, earthquakes, floods, fires, epidemics, pandemics, riots, terrorist acts, shall constitute force majeure events, legislative or administrative measures, sanctions, embargoes issued in the context of events such as those set forth above ("**Force Majeure Events**"). In the event that a force majeure event occurs, the Party that believes that its performance is prevented by such event shall notify the other by written notice sent to the other by PEC or ordinary or registered letter with return receipt within 10 (ten) days from the occurrence of the event itself in which it will also communicate the suspension of the execution of the contract for a period not exceeding 60 (sixty) days, after which without the contract having been executed due to the persistence of the effects resulting from the force majeure event, each Party shall have the right to terminate this Contract by written notice sent to the other by PEC or ordinary electronic mail or registered letter with return receipt. In such case, the Parties acknowledge that the only amount owed by Friem to Supplier is the amount of compensation accrued up to the date of suspension of the Contract due to the force majeure notice, i.e. the price of the Products and/or Services delivered or supplied (provided that such Products and/or Services are otherwise in compliance with the law and this Contract taken in its entirety) plus proven - and for which written evidence is provided - direct costs reasonably incurred by the Supplier up to the date prior to the date of notice of the occurrence of the force majeure event for the undelivered and unpaid Products and/or Services, but which, however, shall in no event exceed the agreed purchase price for the same, and Supplier agrees to deliver to Friem the Products made up to that time, if suitable for use or redeployment, at Friem's discretion.

16.2 The Parties agree that hardship events are those extraordinary circumstances, beyond the control of either Party, other than Force Majeure Events, and not foreseeable at the time of the conclusion of the Contract that result in an unbalance in performance of more than

50% with respect to that originally agreed upon, by which is meant either an increase in the price of more than 50% for the Products or Services, or a delay in the delivery of the Product for a period equal to twice the agreed upon period due to the following causes which are exhaustively stated: (1) an increase in the prices of raw materials, (2) an increase in the prices of logistics services, and (3) prolonged strikes and shortages of logistics means leading to delays in delivery ("**Hardship Events**"). In such cases, the Parties may renegotiate the terms of the contract in good faith provided that such events are concluded and verifiable in official price lists or authoritative sources, such as in Italy's "Il Sole 24 Ore." The Party that considers that its performance has become excessively onerous shall notify the other within 10 days of the occurrence of the Hardship Event itself in an official manner, attaching the relevant documentary evidence, in which it shall represent the suspension of the performance of the contract for a period not exceeding 20 (twenty) days, unless extended by mutual agreement in writing for a period of an additional 10 (ten) days, during which the Parties shall renegotiate in good faith measures to restore the balance of performances. Once these terms have expired without agreement being reached, each Party shall have the right to terminate this Contract by written notice sent to the other by PEC or ordinary electronic mail or registered letter with return receipt within the next 10 (ten) days. In such case, the Parties acknowledge that the only amount owed by Friem to Supplier is the amount of compensation accrued up to the date of suspension of the Contract as a result of the hardship notice, i.e., the price of the Products and/or Services delivered or supplied (provided that such Products and/or Services are otherwise in compliance with the law and this Contract taken in its entirety) plus proven - and for which written evidence is provided - direct costs reasonably incurred by the Supplier up to the date prior to the date of notice of the occurrence of the Hardship Event for the undelivered and unpaid Products and/or Services, but which shall in no event exceed the agreed purchase price for the same.

## 17. ASSIGNMENT AND SUBCONTRACTING

17.1 The Supplier may not assign, novate, transfer, encumber or subcontract the Contract or any part thereof (including any receivables' claims against the Client) without the prior written consent of the Client. In any event, the Supplier remains liable for the performance of the Contract.

17.2 The Client may assign, novate, transfer, encumber, sub-contract or otherwise dispose of all or part of the Contract at any time and on more than one occasion to its Subsidiaries or any assigns who acquire the business of a company/branch in the Client's group to which the Contract relates, without the prior consent of the Supplier which shall not be denied without reasonable cause


## 18. COMMUNICATIONS

All duly signed communications shall be sent by registered letter, courier or regular e-mail (taking care to obtain written confirmation of receipt) or certified e-mail, to the address of the Party concerned as indicated in the Contract and/or to such other address as that Party may have communicated in writing.

## 19. WAIVERS

Failure to enforce or exercise the right to any clause of the Contract shall not constitute a waiver of such provision and shall not affect the

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	<b>GENERAL PURCHASE TERMS AND CONDITIONS (CGdA) FOR PRODUCTS AND / OR SERVICES  (2023-11 ENG)</b>	PRI-09 Mod. CGdA
		Rev. 3
		Pag. 6 of 6

right to enforce such provision or any other provision contained herein.

Date:

Supplier's signature:

## 20. GOVERNING LAW AND DISPUTE RESOLUTION

20.1 The Contract is regulated by Italian law.

20.2 Where the Client and the Supplier have their registered offices in the same country, any dispute arising from or connected with the Contract, its performance and/or interpretation that cannot be settled amicably shall fall under the exclusive jurisdiction of the courts of the place where the Client has its registered office.

20.3 Where the Client and the Supplier have registered offices in different countries, any dispute arising from or connected with the Contract that cannot be settled amicably shall be settled by arbitration in accordance with the Rules of the Milan Chamber of Arbitration, by a sole arbitrator appointed in accordance with the aforementioned Rules. The language of arbitration shall be English.

The Supplier accepts and expressly approves the following clauses:

Clause 2 – Application of the Conditions

Clause 3 – Supplier's Liability

Clause 4 – Quality Control and Product Liability

Clause 5 – Order Variations

Clause 8 – Acceptance

Clause 9.3 – Penalties

Clause 10 – Warranties and Remedies

Clause 15 – Termination/Withdrawal

Clause 16 – Force Majeure

Clause 20 – Governing Law and Dispute Resolution

Clause 22 – Survival

## 21. INVALIDITY OF THE CLAUSES

The invalidity or unenforceability of any provision of the Contract shall not affect the validity or enforceability of the remaining provisions. The Contract shall be effective as if the invalid or unenforceable provision had been replaced by a provision having a similar economic effect.

## 22. SURVIVAL

22.1 The provisions of the Contract in respect of which it is expressly provided that they shall survive termination of the Contract or which, due to their nature or context, are intended to survive such termination, shall remain in full force and effect notwithstanding such termination.

22.2 The obligations set out in Clauses 3 (Supplier's Liability), 4 (Quality Control and Product Liability), 10 (Warranty and Remedies), 11 (Intellectual Property Rights), 13 (Confidentiality, Security and Data Protection) and 14 (Liability and Indemnity) shall remain in force for an indefinite period of time, without prejudice to statutory requirements and forfeitures, and shall survive termination or cancellation of the Contract.

Date:

Supplier's signature:

## 24. RELATIONS BETWEEN THE PARTIES

24.1 The relationship between the Parties shall be that of independent parties negotiate on market terms and nothing in the Contract shall be construed as creating an agency or employment relationship of the Client or any Subsidiary and the Supplier is not authorised to represent or act on behalf of the Client or any Subsidiary.