



Date 22/10/2024		<b>Issue &amp; verification</b> Dept: Purchasing Sign.: I. Salvadori	<b>Approved</b> Dept: General Mngt. Sign.: CEO – E. Calabria	
Date	n°rev.	Revision Description	Revised & Verified	Approved

## Summary

<b>GENERAL TERMS AND CONDITIONS OF PURCHASE</b> .....	2
<b>1. ACCEPTANCE OF THE GENERAL TERMS AND CONDITIONS OF PURCHASE</b> .....	2
<b>2. DILIGENCE</b> .....	2
<b>3. PRICES, INVOICING, AND TERMS OF PAYMENT</b> .....	3
<b>4. TERMS AND METHODS OF DELIVERY, PACKAGING, AND MARKINGS</b> .....	4
<b>5. TRANSPORT DOCUMENT (TD)</b> .....	5
<b>6. ACCEPTANCE AND INSPECTION OF THE SUPPLY</b> .....	5
<b>7. WARRANTY</b> .....	6
<b>8. INDUSTRIAL &amp; INTELLECTUAL PROPERTY</b> .....	7
<b>9. CMC KNOW-HOW</b> .....	8
<b>10. PREREQUISITES FOR COMMERCIALISATION AND PRODUCT LIABILITY</b> .....	8
<b>11. OCCUPATIONAL SAFETY; WELFARE AND CONTRIBUTION OBLIGATIONS</b> .....	8
<b>12. CONFIDENTIALITY</b> .....	9
<b>13. PROHIBITION TO SUBCONTRACT</b> .....	9
<b>14. COMPLIANCE WITH ANTI-CORRUPTION REGULATIONS</b> .....	10
<b>15. EXPRESS TERMINATION CLAUSE</b> .....	10
<b>16. VERIFICATIONS AND AUDITS</b> .....	11
<b>17. POLICY STATEMENT PURSUANT TO REGULATION (EU) 679/2017 (GDPR)</b> .....	11
<b>18. APPLICABLE LAW AND DISPUTE RESOLUTION</b> .....	11



## **GENERAL TERMS AND CONDITIONS OF PURCHASE**

The following general terms and conditions of purchase (hereinafter “the General Terms and Conditions of Purchase”) regulate the contractual provisions to be complied with by the Supplier of products, works or services recipient of the purchase order (hereinafter “the Supplier” or “the Vendor”) from the issuing Company, CMC Industries - (hereinafter “CMC” or “the Buyer”). Contractual conditions other than the following, issued by the Supplier shall not be valid unless specifically accepted in writing by CMC.

It is understood that, in the event that CMC and the Supplier enter into a specific contract regulating the supply of goods, works or services by the Supplier, the terms and conditions of that contract shall prevail over the provisions of the Terms and Conditions of Purchase.

Notwithstanding anything to the contrary outlined in the Supplier’s terms and conditions of sale, the Supplier agrees that acceptance of CMC’s purchase order, which shall also be understood as its performance, shall constitute: (1) the Supplier’s express waiver of its terms and conditions of sale; and (2) the Supplier’s express acceptance of the terms and conditions set forth herein.

### **1. ACCEPTANCE OF THE GENERAL TERMS AND CONDITIONS OF PURCHASE**

- 1.1 The Supplier may receive CMC’s orders, one at a time or cumulatively, at CMS’s sole discretion, via courier, post, e-mail, or telefax and must be signed by the CMC purchase department. Pursuant to art. 1327 of the Italian Civil Code, by beginning the fulfilment of their contractual obligation, the Supplier tacitly accepts CMS’s General Terms and Conditions of Purchase. It is understood that CMC is entitled to revoke the purchase order with written and motivated communication to the Supplier, in the event of force majeure or change in its own company schedule, paying the Supplier only the amounts equal to the expenses incurred and documented until the revocation of the purchase order.
- 1.2 Unless otherwise agreed in a written agreement signed by CMC, these terms and conditions shall apply to all Purchase Orders/Contracts for goods and/or services of any kind issued by the Buyer, also referred to as PO. All purchase orders issued refer to these Terms and Conditions of Purchase and must indicate the order number, the goods and/or services ordered and the relevant quantities, prices, terms of payment, place of consignment and other shipping instructions, and the Supplier undertakes to accept them notwithstanding anything to the contrary outlined in the terms and conditions of sale proposed thereby.
- 1.3 Unless otherwise agreed in writing, any term or condition outlined in the confirmation of the order/contract modifying, opposing, or contradicting any of these terms and conditions shall be deemed invalid and unenforceable.

### **2. DILIGENCE**

- 2.1 The Supplier is required to:  
confirm receipt of the purchase order to CMC in writing by referring to CMC’s order number. The order shall be deemed as accepted even if no confirmation of receipt is received by CMC within forty-eight (48) hours of said order;



perform the services/works/supplies that are the subject of the purchase order with the utmost diligence and expertise;

communicate any change to the purchased products, including changes to the manufacturing processes, before delivery of the goods, so that they are accepted in writing by CMC.

2.2 Upon confirmation of the purchase order/contract (whether expressly or tacitly) by the Supplier, as set out above, the Supplier and CMC shall enter into a purchase contract under with these General Terms and Conditions of Purchase and the order itself.

### **3. PRICES, INVOICING, AND TERMS OF PAYMENT**

3.1 The prices for the Supplier's material and/or services shall be indicated in each purchase order, or any other document expressly referred to in the purchase order. All prices are to be understood as fixed and invariable, even in the event of an increase in the price for raw materials or semi-finished products and manufacturing cost, for any cause or eventuality, including force majeure, from the issuing date of the purchase order until its complete fulfilment or termination of the related contract.

3.2 The applicable price is the price indicated in the purchase order (PO) issued by CMC or resulting from calculation formulas stated in the purchase order/contract. Such price shall always be mutually agreed to be fixed and not subject to revisions or increases, nor to adjustments resulting from changes in exchange rates and/or external market situations. Unless otherwise agreed in writing, the price shall be deemed to include standard packaging and all costs, risks, and profits associated with the execution of the purchase order/contract. No additional charges of any kind are accepted unless previously agreed in writing with the Buyer and indicated in the purchase order/contract.

3.3 The Vendor shall send invoices to the Buyer in accordance with the invoicing schedule indicated in the PO. Invoices must indicate the reference number of the purchase order/contract, transport documents, CMR, AAD, etc., quantity and description of the goods supplied and/or the services provided, date and reference of the waybill and detailed price, and must be accompanied by the necessary supporting documentation provided for in the contract.

3.4 Invoices not complying with the above conditions shall be deemed by the Buyer to be null and void and shall not be accounted for in any way whatsoever and shall be returned to the Vendor. The prices set for the present supply are understood to be fixed and invariable and, unless otherwise specified, shall include shipping packaging. Charges for bank fees, issuing invoices, stamps, etc. shall not be accepted. Such invoices shall not be issued with a date preceding the delivery date of the relevant goods and shall refer to the order number and transport document indicating in the same sequence the products, works or services listed therein.

3.5 Pursuant to art. 1260, paragraph 2 of the Italian Civil Code, the Supplier's credit towards CMC cannot be assigned to third parties. An order bearing the indication "price to be quoted" shall only be considered valid after CMC has accepted in writing said price to be quoted.



#### **4. TERMS AND METHODS OF DELIVERY, PACKAGING, AND MARKINGS**

4.1 The delivery dates specified in the purchase order are binding for the Supplier and must be deemed essential for the proper fulfilment of the order. CMC is entitled to refuse the products that are delivered late with respect to the agreed terms, without any need for additional clarifications to the Supplier.

4.2 Unless otherwise agreed, shipments charged to CMC must be made by the Supplier using the courier indicated by CMC. Unless otherwise provided, deliveries at CMC's premises shall be made during the hours indicated in the purchase order. For shipments requested by CMC, the Supplier must use authorised nationally and/or internationally recognised couriers, having suitable insurance for the transported goods.

4.3 Any stop, deadlock and other expenses due to the Supplier's missing documents shall be charged to the Supplier. For deliveries abroad, the Supplier must send, before the arrival of the goods, the certificate of origin and four copies of the invoice for the customs office. Deliveries must be made within the terms agreed with CMC.

4.4 Each pack must contain only products of the same type and must be prepared according to the carrier's requirements and in such a way as to avoid damage and deterioration. Each shipment must contain a list of the packages shipped clearly bearing CMC's purchase order number. In the event that products of different types are shipped together, the invoice and packing list must indicate each type of product individually. The custom code (according to the HSC of the World Customs Organisation - WCO) and the country of origin of each product must be specified.

4.5 Each container and each pack must be marked in accordance with the applicable rules and regulations of the country of destination. If the Product transported is subject to regulations on hazardous materials, the Supplier undertakes to comply or make sure that the carrier complies with the provisions of such regulations and the industry standards, where applicable. In particular, it is necessary to ensure that emergency procedures designed to minimise the impact of any accidents involving the environment are in place (spills, product reactions, etc.).

4.6 In order to safeguard the environment, CMC strongly encourages the Supplier to utilise reusable or recoverable packaging reducing the volume and variety of the components used in manufacturing the containers to facilitate storage and disposal of any waste that may be generated. Furthermore, the Supplier is required to use packaging, wrappings, and pallets complying with the highest standards.

4.7 In the event of a foreseeable delay, the Supplier must give prompt communication thereof in advance. CMC shall be entitled to procure the required goods, works, or services from a third party supplier, cancelling the order or the part thereof that is delayed, reserving the right to claim consequential damages. Unless otherwise specified in the order, delivery shall be C.I.P. (Incoterms 2020) to the place of delivery indicated in the order. All products shall be delivered using appropriate means of transport and shall be marked in compliance with the rules and regulations in force.



4.8 It is however agreed that the Supplier shall be liable for risk of loss until the time when CMC shall have full availability of the product, having signed the transport document at CMC's premises or in a different place agreed upon in writing.

4.9 CMC shall be entitled to make any changes to the order, and such changes shall not vitiate or render invalid the order. The Supplier shall promptly inform CMC of any variations in price and timing caused by the changes required by CMC, and such changes shall be mutually agreed in writing by the Parties in an amendment to the Purchase Order or in a new Purchase Order signed by both Parties. No change or replacement of the supply delivered, nor any delivery of products or performance of non-conforming works or services made or proposed by the Supplier shall be accepted.

4.10 The Supplier shall be held exclusively liable for any damage to the products or any additional expenses due to incorrect or inadequate packaging, numbering or labelling, except for damage or expenses resulting from special packaging, marking, and labelling instructions communicated in writing by CMC.

4.11 Unless otherwise stipulated and notified in writing by CMC, goods delivered during the last 3 working days of the month or in public holidays shall not be accepted.

## **5. TRANSPORT DOCUMENT (TD)**

5.1 Transport documents (TD) shall indicate the purchase order number, the identification code (if any), the related description, and the quantity of the product to which they refer. The details of the TD issued by CMC shall be given in the event of replacement of faulty products.

5.2 In order to avoid any transportation damage due to lack or insufficient securing the shipment, the Supplier shall ensure that the carrier adequately secures the cargo. The Supplier shall be liable for all damages and expenses resulting from the failure to comply or insufficient compliance with CMC's provisions.

## **6. ACCEPTANCE AND INSPECTION OF THE SUPPLY**

6.1 The Supplier declares that, regardless of any consent or preliminary check by CMC, the delivered goods are free from any patent or latent material or manufacturing defects and fully conform to the provisions of the order issued by CMC. In the event of orders specifically requiring inspection tests, acceptance shall be subject to the positive outcome of the latter. Should the supply not be accepted due to defects in terms of performance or execution, the Supplier shall replace the delivery at its expense and according to the terms and conditions indicated by CMC. All this without prejudice to CMC's right to cancel the order, wholly or partly, and to its right to compensation for the damage suffered. Any testing of products and works must be performed with good workmanship and be documented in writing. CMC is entitled to charge any expenses borne for troubleshooting defective products and for downtime to the Supplier.



6.2 The Supplier agrees that during the fulfilment of the order, CMC shall have the right to access the Supplier's premises to verify the manufacturing process or to give special instructions, as well as to check or test the ordered goods or services, also using the control and testing equipment of the Supplier's premises. The terms and procedures for such inspections shall be mutually agreed in advance by the Parties. Such inspections will in no way minimise the Supplier's responsibilities towards CMC.

## **7. WARRANTY**

7.1 The Supplier shall guarantee that the goods and services supplied are free from defects and operating faults and are exempt from any legal restrictions (dispossession even partial; danger of claims; encumbrances of any kind and nature; limitation of licences). Unless mutually agreed by the Parties in writing, the Supplier shall guarantee the goods for a period of 24 (twenty-four) months from start-up or 30 (thirty) months from delivery, whichever is the earlier.

7.2 By accepting the order, the Supplier also guarantees that the ordered goods and services can be put to use for their purpose, at the place indicated by CMC.

7.3 In case of defects or restrictions in the use of the goods and services provided, CMC is entitled to pursue legal action without limitation. Unless otherwise agreed in writing on pain of nullity. CMC shall notify the Supplier of any defects within 90 days from the delivery of the good in case of patent defects, and within 90 days from their discovery in case of latent defects.

7.4 The choice between the different warranty actions is the responsibility of CMC. If despite CMC's warning, the Supplier does not remove the defects or does not replace the defective delivery, CMC may do so itself or through a third party, but at the expense of the Supplier, in particular, to minimise the risk of further damage. The same power is available to CMC in case of inconclusive intervention or refusal by the Supplier to rectify defects or provide a replacement.

7.5 By accepting the order, the Supplier undertakes to indemnify and hold CMC harmless against any claims or allegations of infringement by third parties in connection with the procurement of the ordered goods and services. The indemnity covers any losses, costs, damages, expenses, or economic consequences, incurred directly and/or indirectly by CMC, which may arise from the actions of third parties due to the supply or part of it.

7.6 The warranty actions shall expire in 36 (thirty-six) months from the day of delivery, except in cases of bad faith. Unless otherwise agreed in writing on pain of nullity. In the event of replacement supplies, the goods provided as replacements shall be covered by a new warranty period of 36 (thirty-six) months from the delivery date.



7.7. The Supplier shall also bear the costs of disassembly and assembly as well as the costs of transportation arising from the incorrect procurement of goods and services, including air transport (in case of necessity and urgency) to and from the place of intervention. Similarly, the Supplier shall bear all the necessary recall expenses. For this purpose, CMC recommends that the supplier have adequate insurance to cover the costs mentioned above.

## **8. INDUSTRIAL & INTELLECTUAL PROPERTY**

8.1 The Supplier guarantees that the products supplied and/or the services provided, and any part thereof do not infringe any patent, licence, industrial or commercial patent right, industrial or commercial model or design, copyright or any other intellectual, industrial, and commercial property right of third parties. The Supplier guarantees to have full right to use, manufacture, and sell the products supplied and/or services provided, and that CMC shall be fully entitled to use and resell such products and/or services.

8.2 The Supplier agrees to indemnify and hold CMC harmless from any claim or action for infringement of intellectual, industrial and commercial property rights of third parties, to cover all costs incurred by CMC in defending itself in the event of such a claim or action, and to compensate CMC for any damage, loss or harm suffered as a direct or indirect consequence of such a claim or action.

8.3 Any data, drawings, equipment or other material, information and/or services that are provided by CMC, or provided by the Supplier but paid for by CMC as part of the purchase price of the goods and/or services, shall be the exclusive property of the Buyer and deemed to be the Buyer's confidential information.

8.4 The Supplier undertakes to keep strictly confidential all the above material and information as well as any other confidential material or information owned by CMC and received for these purposes and undertakes to avoid any dissemination or release of such material and information to third parties without the prior written consent of CMC. All marketing information or communication, whether written or oral, concerning the order/contract or its details is subject to the prior written consent of CMC.

8.5 Drawings, technical specifications, standards, and any other technical information or documentation, as well as models, samples or any specific equipment communicated or made available to the Supplier for the fulfilment of the supply, remain the exclusive property of CMC and may only be used by the Supplier for the performance of the order/contract. Therefore, the Supplier undertakes not to hand over or disclose any such material to third parties without CMC's prior written consent, and to keep such material in safe custody with the utmost diligence to protect its confidentiality, granting access to such material only to persons having a legitimate need to do so in order to fulfil the purpose for which the material was handed over by the Buyer. However, it is understood that the Supplier shall be held liable for any unauthorised disclosure of such material to third parties by the Supplier's employees,



collaborators or consultants. The Supplier undertakes to return such confidential material upon completion of the relevant activities, without retaining any copies and elaborations.

## **9. CMC KNOW-HOW**

9.1 If the subject of the orders is created using moulds, specifications, indications, technical solutions or know-how communicated by CMC, the Supplier cannot use them in third-party supplies, unless authorised to do so by CMC in writing. Upon CMC's request, the Supplier shall immediately return all the documents provided, including all copies, reproductions, and any moulds.

## **10. PREREQUISITES FOR COMMERCIALISATION AND PRODUCT LIABILITY**

10.1 In the procurement of goods falling within the scope of application of the Single Market Directives concerning the initial placing on the market, such as, for example, EU directives on machinery, directives on pressure equipment, EMC directives on electromagnetic compatibility, the Supplier shall comply with the health and safety regulations and procedures stipulated therein.

10.2 Where applicable, the Supplier is required to draw up an EC certificate of conformity for the goods supplied and to apply the relevant CE marking. For partly completed machinery as defined by the Machinery Directive 2006/42/EC, the Supplier shall provide CMC with all documentation relevant to the Machinery Directive. Upon request, and at CMC's discretion, the supplier shall also hand over a copy of its machine risk assessment or allow CMC to inspect it.

10.3 Pursuant to the Product Liability Act, in the case of product liability resulting in damages to goods other than those supplied or to the life or health of people, the Supplier shall be held liable without limitation. Should CMC be called to account by a third party and if the cause of the damage is attributable to the Supplier's liability, the latter shall indemnify CMC against all claims of the third party at CMC's request.

10.4 Besides the provisions of clause 10.3 above, the Supplier shall also reimburse CMC for all expenses and in general indemnify it against all economic burdens arising from any warning and/or withdrawal campaigns of defective products. As far as possible, CMC will provide the Supplier with advance notice of the actions to be taken and their extent or agree on such action with the Supplier.

10.5 To cover the risks referred to in clauses 11.3 and 11.4 above, CMC recommends that the Supplier have a valid product liability insurance policy with an adequate ceiling.

## **11. OCCUPATIONAL SAFETY; WELFARE AND CONTRIBUTION OBLIGATIONS**

11.1 The Supplier guarantees to comply with all the regulations in force concerning occupational health and safety (Italian Legislative Decree no.81/2008), assuming any responsibility regarding the due fulfilment of contractual, welfare and insurance obligations towards its personnel and assuming any liability for any damage or injury caused to the





personnel whilst providing the service. In particular, the Supplier is obliged to pay the withholding taxes on the income of the employees and the compulsory welfare and insurance contributions set forth by law against accidents at work and occupational diseases, notwithstanding CMC's right to verify the fulfilment of these obligations, requesting a copy of the relevant documentation (by way of example: DURC – Single Insurance Contribution Payment Certificate).

11.2 CMC is entitled to suspend the payment of the amounts due until the Supplier provides the documentation above upon request. Therefore, the Supplier undertakes to:

- a) guarantee its personnel a regulatory and remuneration treatment that is not lower than the one established by the contractual regulations in force for the relevant category;
- b) provide insurance coverage against occupational accidents and third-party civil liability with reference to people or property with a suitable limit, stipulated with major insurance companies, for social security and health treatment, and comply with all the provisions in force concerning employment;
- c) take all the measures and adopt all the devices and procedures to prevent injuries to people and damage to objects;
- d) strictly comply with applicable regulation concerning environment protection and waste management.

## **12. CONFIDENTIALITY**

12.1 The Supplier undertakes to consider all the information received from CMC, or acquired while fulfilling the order, as confidential. Technical and commercial information, including drawings, sketches, models, moulds, samples and components supplied by CMC for order fulfilment or acquired while fulfilling the order itself, shall not be disclosed to third parties or used for purposes other than the fulfilment of the order without CMC's prior written consent.

12.2 This prohibition must be considered as binding for the Supplier and its assignees also after the termination of the contractual relationship with CMC for a period of five years, even in the event that the Supplier's company name and ownership structure change. In case of breach, CMC may take action for damage compensation, notwithstanding the right to prosecute the Supplier pursuant to articles 621, 622, and 623 of the Italian Criminal Code. The Supplier shall not make reference to CMC or to the purchasing order in any of its press releases or other forms of advertising, without CMC's prior written authorisation.

## **13. PROHIBITION TO SUBCONTRACT**

13.1 Subcontracting the services/works/supplies ordered by CMC to the Supplier is prohibited. Notwithstanding this prohibition, the Supplier may subcontract the execution of all or part of the services/works/supplies to third parties, indicating all the details of the subcontract in the quote. An order issued by CMC shall be considered as the acceptance of the subcontract, as indicated in the Supplier's quote. Pursuant to the regulatory provisions in force, the Supplier and the subcontractor are jointly and severally liable for the application and payment of the withholding taxes on the income and the compulsory welfare and



insurance contributions set forth by law against accidents at work and occupational diseases to which the subcontractor is obliged.

This joint and several liability does not apply in the sole event that the Supplier finds, by acquiring the related documentation prior to paying the consideration, that the obligations stated above connected to the employees' performance with respect to the entrusted work, supply or service, have been correctly carried out by the subcontractor, notwithstanding CMC's right to suspend the payment of the consideration until the subcontractor provides the relevant documentation (by way of example: DURC – Single Insurance Contribution Payment Certificate).

13.2 It is understood that the Supplier is obliged to select the subcontractor based on an in-depth assessment of the requirements in terms of organisational structure, personnel, skills and expertise in the industry, compliance with regulations and the obligations applicable to the activity and services that are the subject of the subcontract. In any event, the Supplier shall remain the sole liable party towards CMC, even with respect to the subcontracted works.

#### **14. COMPLIANCE WITH ANTI-CORRUPTION REGULATIONS**

14.1 The Supplier shall not take any action that may result in unlawful behaviour by a CMC employee or in a breach of the laws concerning the prevention of fraud, corruption, racketeering, money laundering or terrorism. The Supplier shall not, either directly or indirectly, pay, promise or authorise the payment of money, or give, promise or authorise the granting of any goods of value, to any person. Besides, by accepting the order, the supplier confirms that no form of unlawful conduct or corruption will be tolerated in the performance of its business activities.

#### **15. EXPRESS TERMINATION CLAUSE**

15.1 Without owning anything for the withdrawal and without prejudice to any other remedy connected to CMC, including the right to damage compensation, CMC shall be entitled to revoke, fully or partly, the purchase order in writing and, therefore, declare the contractual relationship terminated pursuant to art. 1456 of the Italian Civil Code in the event that:

the Supplier has not fulfilled the obligations under the General Terms and Conditions of Purchase, with particular reference but not limited to articles 3.1, 3.5, 4.1, 4.3, 4.5, 4.7, 6.1, 8, 9, 10, 11, 12, 13, 14, and 16, or in the event that the Supplier's conduct may somehow harm CMC's reputation;

the Supplier is subject to bankruptcy, administrative receivership or other insolvency procedures, e.g. pursuant to the Italian Royal Decree no. 267 of 16 March 1942 and subsequent amendments and integrations, or becomes insolvent or unable to correctly manage its affairs;

the Supplier fails to fulfil an obligation arising from the purchase order;

in the event of the Supplier's merger or incorporation into another company or body or in the event of substantial change to its corporate ownership, pursuant to art. 2359 of the Italian Civil Code.



## **16. VERIFICATIONS AND AUDITS**

16.1 Upon written notice from CMC, the Supplier grants CMC the right to access its premises, also through an auditing company for the inspection of the products intended for CMC. It is understood that in case CMC resorts to an auditing company, CMC undertakes to make sure that the company signs a confidentiality agreement. During the audit, the Supplier undertakes to ensure cooperation and assistance reasonably requested during normal office hours, being understood that CMC undertakes to guarantee that any auditor or other person who is given access for the Audit causes the minimum disturbance to the Supplier's activities and that they comply with all safety regulations. CMC shall bear the costs of auditing and monitoring unless there is evidence of intent and gross negligence on the part of the Supplier in the performance of the order issued by CMC.

## **17. POLICY STATEMENT PURSUANT TO REGULATION (EU) 679/2017 (GDPR)**

17.1 The Supplier acknowledges receipt of CMC's policy statement pursuant to art. 13 of Regulation (EU) 2016/679 (GDPR). The processing, retention, and transmission of personal data are carried out by observing all precautionary measures, which guarantee their security and confidentiality, in accordance with the GDPR, for the sole purpose of being able to effectively fulfil the obligations provided for by legal, civil, and fiscal regulations in connection with the economic activity of the company, including the management of collections and payments resulting from the performance of contracts.

## **18. APPLICABLE LAW AND DISPUTE RESOLUTION**

18.1 All contracts entered into with CMC under these General Terms and Conditions of Purchase are exclusively regulated by Italian law, with the express exclusion of the United Nations Convention on the International Sale of Goods (Vienna, 11 April 1980).

18.2 Any disputes, including those of a non-contractual nature, arising from, relating to, or in connection with these Terms and Conditions of Purchase, and the contracts entered into on the basis thereof, shall be governed by the following provisions:

if the Supplier has its registered office in the European Union, Switzerland, Norway or Iceland, the dispute shall be exclusively subject to Italian jurisdiction and, in relation thereto, the Court of Brescia (Italy) shall be competent;

in all other cases, the dispute shall be settled by arbitration in accordance with the Rules of the Chamber of Arbitration of Milan, by a sole arbitrator, appointed in accordance with such Rules. The arbitration shall take place, and the arbitral award shall be pronounced according to law, in the city of Milan (Italy). The language of the arbitration shall be the Italian language.

18.3 However, notwithstanding the provisions of art. 18.2, CMC is nevertheless entitled to bring the dispute before the competent court at the seat of the Supplier.

\* \* \*



For acceptance of the General Terms and Conditions of Purchase set out above.

---

Date, stamp, and signature of the Supplier

Pursuant to and for the purposes of art. 1341, second paragraph, of the Italian Civil Code, the Supplier also declares to specifically approve the clauses contained in the aforementioned Terms and Conditions of Purchase referred to in the following points: art. 1.2 (Nullity of the Supplier's terms and conditions), art. 3 (Prices, invoicing and terms of payment), art. 4 (Terms and methods of delivery, packaging, and markings), art. 6 (Acceptance and inspection of the supply), art. 7 (Warranty), art. 8 (Industrial and intellectual property rights), art. 9 (CMC know-how), art. 10 (Commercialisation and product liability), art. 11 (Occupational safety; welfare and contribution obligations), art. 12 (Confidentiality), art. 13 (Prohibition to subcontract), art. 14 (Compliance with anti-corruption regulations), art. 15 (Express termination clause), art. 16 (Verifications and audits), 18 (Applicable law and dispute resolution).

---

Date, stamp, and signature of the Supplier