
GENERAL TERMS AND CONDITIONS OF SUPPLY



MIPOT S.P.A

CORMONS, DATE []

GENERAL TERMS AND CONDITIONS OF SUPPLY

(collectively from this point forward referred to as the "**General Terms and Conditions**")

1. DEFINITIONS AND PRINCIPLES OF INTERPRETATION

1.1 In addition to the other terms defined below in these General Terms and Conditions, the following Capitalised terms have the meaning ascribed to them below in the context of these General Terms and Conditions:

"**Authority**" means any public, EU, state or local, administrative, judicial, regulatory, tax, fiscal, labour, supervisory or any other authority (including the European Commission, the Regional and Provincial Administrations, the Municipalities and any other local entity), arbitrator or Court of Arbitration or any other authority in any way that has jurisdiction over natural and/or juridical persons.

"**Buffer Stock**" means the Products that the Supplier stores in its inventory and that are specifically available to MIPOT, under the prescriptions specified in these General Terms and Conditions.

"**Supply Contract**" means any contract extending over a specified period of time and entered into between MIPOT and the Supplier (as defined below), governing multiple Purchase Orders (as defined below).

"**Consideration**" means the price payable by MIPOT to the Supplier in relation to the Supply of the Products (as defined below).

"**Damage**" means any kind of liability, loss, damage, financial burden, taxes, expenses and/or other costs (including legal fees, obligations arising from contractual and/or extra-contractual liability), non-availability of assets, contingent liability, payment of penalties of any kind arising from the breach of contractual provisions and/or the violation of provisions contained in the Current Applicable Regulations and Standards.

"**Intellectual and Industrial Property Rights**" means, collectively, all industrial and intellectual property rights and related commercial exploitation, including patents and their applications (and the associated/related technology), *know-how*, Confidential Information (as defined below) and other information covered by trade secrets, formulations and other technical, industrial, production, and manufacturing information, including designs, drawings, manuals, technical specifications, copyrights, rights of use, disclosure and reproduction, databases, software programs and *hardware* schematics, source and object codes, digital operating maps, prototypes, ideas, distinctive symbols, names, trademarks (including service marks), registered, unregistered and factual, logos, *brands*, trade names and their applications in any medium they are expressed or contained, and the names and lists of clients, customers and suppliers.

"**Contract Documents**" means the set of documents and instructions (including *standards*, specifications, norms, guidelines, procedures, supply quality manuals and other regulations) communicated or otherwise made known to the Supplier in each case for the purpose of regulating the execution of the Supply Contracts and/or Purchase Orders.

"**Technical Documentation**" means the set of technical documentation relating to the specific Purchase Order, which defines the technical, functional, quality and reliability characteristics that the Product, object of the Supply, must comply with and that have been specifically agreed between MIPOT and the Supplier.

"**Forecast**" means the forecast of the actual volume of use of the Products on a monthly basis in the context of the Framework Orders, including the stock available in the warehouses of MIPOT at any given time and highlighted in a special column that MIPOT issues to the Supplier each month.

"**Supplier**" means the Subject that is the recipient of the Purchase Order and/or Framework Order (as applicable) and that has accepted the Purchase Order and/or signed a Supply Agreement with MIPOT.

"**Supply**" means - in general and depending on the specific context in which the term is used - the Purchase Order, the specific Contract for the Supply of Products, and/or the Framework Order established between MIPOT and the Supplier, or the object and/or execution of these contracts/orders;

"**Frozen Window**" means the period of 2 (two) consecutive months following the delivery of each Forecast of Products by MIPOT to the Supplier.

"**Business Day**" means each calendar day, excluding Saturdays and Sundays and days on which national holidays are proclaimed in the Italian Republic. These are days on which credit institutions are normally open for business in the city of Gorizia.

"**Confidential Information**" means, collectively, all confidential information (including information relating to intellectual and industrial property rights) - including technical, financial, contractual, commercial, accounting, tax, labour and administrative information - which the Supplier may become aware of in connection with the performance of the Supply, its future developments and the activities preceding, inherent in, resulting from and related to the following: (i) the Supply; and (ii) the activities performed by MIPOT. For the purposes of these General Terms and Conditions, the term "*Confidential Information*" does not include information which, at the time it is communicated to the Supplier, is in the public domain or which subsequently becomes public for reasons unrelated to a breach of any confidentiality obligation assumed by a third party towards MIPOT or to the obligations assumed by the Supplier in relation to the Supply.

"**Liability Window**" indicates the period of 3 (three) consecutive months: (i) after the date Mipot transmits the Forecast of Non-Standard Products to the Supplier, in the case of Framework Orders, as defined below; or (ii) before the scheduled delivery date for the Products included in a Purchase Order for Non-Standard Products, in all the cases in which the Supply is not part of a Framework Order.

"**MIPOT**" defines MIPOT S.p.A., a company incorporated under the laws of Italy with its registered office at Via Corona, no. 5, Cormons (GO), and registered with the Italian Register of Companies of Gorizia [**GO36893**] under number (with Fiscal Code and VAT Number) [**00072300312**], which acts in its role as the Client Party in relation to and pursuant to any Purchase Order.

"**Legislation**" means all laws and regulations (including the provisions of the European Union regulatory systems) and/or any measures issued by the Authorities, however binding and applicable.

"**Purchase Order**" means any proposal sent by MIPOT to the Supplier to enter into or finalise a Supply of Products (as defined below), including an indication of the relevant Consideration and additional terms of performance of the same Supply. In the case of a Framework Order (as defined below), each Purchase Order is placed in the form of what is known as a "*Call-Off*."

"**Framework Order**" means what is known as an open and provisional Purchase Order, which: (a) refers to a specific quantity of Products which the Supplier is obliged to deliver to MIPOT within a specific period of time, but without the exact execution of the delivery, even in several *instalment batches*, being specified with a compulsory and binding force (namely the allocation of said quantity of Products within the aforementioned period of time); and, consequently (b) requires, based on the forecast communicated in advance to the Supplier, the subsequent issue by MIPOT of one or more specific purchase orders for the quantities actually to be delivered to MIPOT, also known as a "*Call-Off*" of the volumes that have to be effectively delivered to MIPOT.

"**Parties**" means, jointly, MIPOT and the Supplier.

"**Product**" means any product and/or service that is the object of a Purchase Order, referred to in the document attached to this document in "**Annex A1**".

"**NCNR Product**" means any product that, for the Supplier, cannot be cancelled, re-sold or returned to its suppliers (a Non-Cancellable, Non-Returnable Product).

"**Non-Standard Product**" means a special, non-standardised, customised, value-added product, including products assembled in *kits*, products not included in the catalogue, known as *work in process*, as well as NCNR Products.

"**Standard Product**" means a Product that is neither an NCNR Product nor a Non-Standard Product, which means a Product for which MIPOT is not the sole Client and which is therefore also available to other customers/clients. The classification between NCNR Product, Non-Standard Product and Standard Product is specifically explained in the attached document in "**Annex A1**".

"**Subject**" means any natural person and juridical person, including partnerships and corporations, consortia and any other association, foundation and organisation, whether or not possessing a legal status or identity.

1.2 In the present General Terms and Conditions, where the context of the sentence so requires, terms defined in the singular shall include the plural and vice versa and terms defined in the feminine shall include the masculine gender and vice versa. In addition, the General Terms and Conditions have to be interpreted based on the common intention of the Parties, which has to be established taking into account the General Terms and Conditions in their entirety, as well as the principle of their preservation. In the present General Terms and Conditions, moreover, the expressions "including", "by way of example only", "inclusive" and similar expressions or terms have to be considered as being without limitation.

1.3 The documents annexed to these General Terms and Conditions are an integral and essential part of these General Terms and Conditions.

2. THE SCOPE AND EFFECTIVENESS OF THE GENERAL TERMS AND CONDITIONS

2.1 The scope of these General Terms and Conditions is to regulate each Supply agreed between MIPOT and the Supplier. The General Terms and Conditions therefore govern the terms, conditions, methods and framework for the execution and/or performance of each Supply, as well as the regulation of the commitments, rights and obligations that each of the Parties undertakes and/or acquires, as the case may be, as a consequence of any acceptance of a Purchase Order, a Framework Order, or the conclusion of a Supply Contract, or the acceptance of any other Contractual Documents (from this point forward, collectively referred to as the "**Contracts**").

2.2 These General Terms and Conditions govern and are understood to be incorporated into each Contract entered into between the Parties unless expressly and specifically excluded by any individual Supply Contract and/or other specific agreements between the Parties.

2.3 In addition, given that MIPOT has informed the Supplier - and the Supplier has expressly acknowledged and accepted - the essential requirement to adequately respond to the specific needs expressed by its customers/clients and to comply with the contractual commitments undertaken with them, these General Terms and Conditions are also established between the Parties in relation to the Contracts that have already been agreed between them, relating to Supplies yet to be executed (in whole or in part), with the express acceptance of their retroactive effect.

2.4 Additionally, by approving and accepting these General Terms and Conditions, the Parties hereby accept the rules contained in these General Terms and Conditions now and for all future Contracts to be agreed upon between the Parties, without, therefore, the need to renew the approval of these General Terms and Conditions at the time of the signature of each and every subsequent Contract.

2.5 These General Terms and Conditions prevail over any general conditions of sale and/or supply adopted by the Supplier, which therefore do not apply in any way to relations with MIPOT. Furthermore, these General Terms and Conditions prevail over any other terms or conditions, whether written, oral or customary, as well as any other declarations and/or statements made by the staff and/or collaborators of MIPOT, as well as any additional, and any additional/supplementary or amending agreements, unless expressly approved in writing by MIPOT. Accordingly, and by way of example, any terms and conditions referred to by the Supplier in any Purchase Order Confirmation, invoice and/or any other commercial or administrative document are considered null and void and for all intents and purposes of no force or effect, because under no circumstances are these types of terms and conditions considered accepted and binding without the express written approval/consent of MIPOT.

3. PURCHASE ORDER, CONFIRMATION AND FINALISATION

3.1 The Supplier undertakes to provide - also in the form of a photocopy sent by e-mail - within and no later than 3 (three) Working Days after the receipt of the Purchase Order, its acceptance, fully signed and stamped and/or confirmed using the "IUNGO" system, or its refusal to execute the Purchase Order, in which case giving reasonable and non-arbitrary reasons for the refusal. The Supplier acknowledges that this term of 3 (three) Working Days is considered essential and mandatory for MIPOT because MIPOT must be able to respond adequately to the requirements expressed by its customers/clients and to fulfil the contractual commitments entered into with them. For this reason, if the Supplier does not expressly decline the Purchase Order in writing within a period of 3 (three) Working Days, the same Purchase Order is considered to be tacitly and irrevocably accepted.

3.2 The Supplier acknowledges that only Purchase Orders issued by MIPOT in writing are valid and, therefore, verbal Purchase Orders are under no circumstances considered valid.

4. REGULATIONS GOVERNING FRAMEWORK ORDERS

With regard to Framework Orders and related Forecast-based Product Deliveries, the Parties expressly agree to the specific terms and conditions specified below.

4.1 ***Forecast***

4.1.1 In the case of Supplies regulated by Framework Orders, MIPOT informs and notifies the Supplier in the Framework Order documents of the Products required and the relative total volumes requested, together with an initial forecast.

4.1.2 The Forecast is used by the Supplier to plan its procurement and guarantee the on-time delivery of the Products included in the Supply to MIPOT.

4.1.3 MIPOT issues and communicates the Forecast on a monthly basis: the Forecast contains information - broken down by Product Code (for each of the Products listed, as per the example contained in the document model attached to these General Conditions in "**Annex A2**") and according to the monthly volume - for the period of the following 12 (twelve) months from the date of issue of the Forecast. If multiple Forecasts are issued, the specifications and information provided in the most recent Forecast prevail.

4.1.4 Variations in the Forecasts requested by MIPOT are considered automatically accepted by the Supplier within the maximum fluctuation of +/- 20% with respect to the volumes requested by MIPOT in the original Framework Order. If the Forecast contains fluctuations in excess of +/- 20% on an overall annual basis (meaning that in the course of a single month, punctual variations may also be in excess of +/-20%) (from this point forward referred to as the "**Overall Annual Flexibility Margin**"), and these fluctuations do not correspond to the latency period between the initiation and completion of a Supply (from this point forward referred to as the "**Lead Time**") specified by the Supplier for the specific Product (as specified in the document attached to these General Terms and Conditions in "**Annex A3**"), the Supplier is entitled to confirm or reject this variation in the Forecast of the Supply, within 5 (five) Working Days from the date MIPOT sends the corresponding request. It is agreed that if the changes in the volume of the Forecast are within the Lead Time allocated to the Product, the Forecast is automatically accepted by the Supplier. If the Lead Time of one or more Products is subject to a change, the Supplier must notify this fact by sending the document "**Annex A3**" to the Purchasing Department of MIPOT, including an explanation and proof of the changes that have been made. The Supplier is required to ensure receipt by MIPOT of such documentation by requesting a confirmation by *e-mail*. Only after receipt of such confirmation, the new Lead Time is effective for MIPOT pursuant to these General Terms and Conditions and for the purpose of the execution of the Supply. The new document "**Annex A3**" (accepted and signed by both Parties) automatically replaces the previous document and is automatically understood to be an integral part of these General Terms and Conditions.

4.2 Liability Window and Frozen Window

Unless otherwise mutually stipulated in writing by the Parties, the Parties agree to the following:

4.2.1 during the course of a Liability Window, except during the period of Frozen Window, MIPOT may, in relation to the supply of Non-Standard Products, only request the Supplier (without right of refusal) to reschedule the originally scheduled delivery date, although MIPOT remains under the obligation to purchase the Non-Standard Products in question;

In any case, delivery of Products in the Printed Circuit Board (PCB) - product category must be made within and no later than 12 (twelve) weeks from the date of production of the "PCB" Product that is the object of the Supply, in compliance with the provisions of Article 6.5 of the SQM, attached to this document as "Annex A5". Mipot reserves the right to modify this delivery schedule, on condition that the "shelf life" specified in the document attached to this document as "Annex A1" (List and Classification of Products) is always respected. The Parties expressly agree that the provisions of this Article 4.2.1 relating to the Liability Window apply to all Supplies, even where they are not the subject of Framework Orders, but are the subject of Closed Purchase Orders and, therefore, not based on Forecast processes.

4.2.2 in the context of the Supply of all Products (whether Standard Products or Non-Standard Products), during a Frozen Window, no Order may be cancelled or delivery rescheduled and the Supplier is entitled to deliver the Products in compliance with the most recent Forecast document; MIPOT is accordingly under the obligation to accept the delivery of the Products and to make the corresponding payments for the Products.

4.3 Buffer Stock

4.3.1 The Supplier undertakes to build up and maintain a dynamic reserve of Products in stock (from this point forward, referred to as the "**Buffer Stock**") in order to meet the fluctuations in demand for MIPOT - within the terms granted in these General Terms and Conditions - and, therefore, the Overall Annual Flexibility Margin.

4.3.2 The Buffer Stock is originally established in accordance with a separate document agreed upon between the Parties and is subject to adjustments in volume and composition as agreed upon between the Parties during the term of a Framework Order. A Buffer Stock must be established and maintained by the Supplier also taking into account the lead times of the manufacturers and/or suppliers of the Products from whom the Supplier purchases the Products.

4.3.3 Before the Buffer Stock is established and before any changes are made, the Supplier must submit the Buffer Stock to MIPOT for approval. MIPOT is not liable in any way for quantities in the Buffer Stock that have not been authorised in writing in advance.

4.3.4 The Supplier and MIPOT agree to schedule periodic *audits* of Buffer Stock parameters every 4 (four) months.

4.3.5 If MIPOT does not place any Purchase Orders for an uninterrupted period of 12 (twelve) months from the date of the last approval of a Buffer Stock by MIPOT, MIPOT is nevertheless under the obligation to accept and pay for Buffer Stock Products that have not been the object of Purchase Orders during the aforementioned 12 (twelve) months, within 1 (one) month from the date of written notification issued by the Supplier to MIPOT to this effect.

4.3.6 Without prejudice to the provisions of these General Terms and Conditions, if MIPOT exercises the right of withdrawal to which it is entitled under the provisions of applicable Legislation and/or the Contract, MIPOT is under the obligation to accept the delivery and pay for the Products already in the Buffer Stock in reserve and/or already ordered by the Supplier - at the time of exercising the right of withdrawal - as a result of the initial inventory or subsequent replenishment of this Buffer Stock.

4.4 Purchase Orders for Additional Products

4.4.1 MIPOT is also entitled to forward to the Supplier Purchase Orders for Products that are not included in the list of Products in "**Annex A1**", subject to the Lead Time specified in the relevant quotation issued by the Supplier. The Supplier undertakes to send the Purchase Order confirmation, duly signed and stamped, within 3 (three) Working Days from the date of receipt of the Purchase Order issued by MIPOT, either using the "*IUNGO*" system or by means of a photocopy sent by e-mail.

4.4.2 The Supplier acknowledges that this term of 2 (two) Working Days is considered essential and mandatory for MIPOT because MIPOT must be able to respond adequately to the requirements expressed by its customers/clients and to fulfil the contractual commitments entered into with them. For this reason, if the Supplier does not expressly decline the Purchase Order in writing within a period of 3 (three) Working Days, the same Purchase Order is considered to be tacitly and irrevocably accepted.

5. OBLIGATIONS OF THE SUPPLIER AND PERFORMANCE OF THE SUPPLY

5.1 The Supplier undertakes to execute the Supply with professional diligence, care, ethics, seriousness and in full compliance with: **(a)** the applicable Legislation; **(b)** these General Terms and Conditions; **(c)** the specific Contracts binding the Supplier to MIPOT; **(d)** the Contract Documents; **(e)** the Technical Documents; and **(f)** the Code of Ethics referred to in the Organisational and Management Model adopted by MIPOT in compliance with Italian Legislative Decree number 231/2001, which MIPOT undertakes to make available to the Supplier upon request.

5.2 Specifically, the Supplier undertakes to deliver the Products together with the Documentation of Use of the Products (as defined below), and to execute the Supply under the terms, conditions, and at the places indicated in the specific Purchase Order, bearing all costs (direct and indirect) related to the execution of the Purchase Order and the Supply Contract, including all costs, risks, and obligations connected with the shipment of the Products, to the agreed place of delivery. Accordingly, unless otherwise agreed in writing, the Purchase Order is agreed to be "Delivered Duty Paid" (DDP) with payment terms of 120 (one hundred and twenty) days from the end of the month of the invoice date. In addition, if the Products are of foreign origin, all duties, taxes, rights and other burdens or obligations arising from their importation are paid by the Supplier. In this respect, the Supplier is solely liable and undertakes to fully indemnify MIPOT (also in the context of any and all reasonable legal costs incurred). The Supplier also undertakes to provide MIPOT, in advance or at the same time as the execution of the Supply, with a correct and complete declaration of origin/long-term of the Products, in compliance with the provisions of the relevant Legislation and, specifically, where applicable, of EU Regulation number 2017/989.

5.3 In addition, the Supplier undertakes to deliver to MIPOT all the required and/or relevant documents for the regular/proper use of the Products (including, where applicable, instruction and operation manuals, installation and assembly manuals, warranty certificates, material certificates, declarations of origin and certificates of conformity in compliance with the standard specified by MIPOT) (from this point forward collectively defined as the "**Documents of Use**"). These Documents of Use must be submitted no later than the day before each delivery of the Products that are the object of the Supply, by *e-mail* to the address specified below: quality@mipot.com. If the Documents of Use are not submitted, MIPOT is entitled to not accept the delivery of the Products, in whole or in part, and to consider the Purchase Order as not executed. In these cases, the Supplier is charged with all the related costs and MIPOT is entitled to compensation for any damages it sustains. If, instead, MIPOT decides to accept the delivery of the Products, the delivery of the Products is not considered accepted until all the Documents of Use have also been submitted. It is agreed between the Parties that the delivery of the Documents of Use after the deadline for the execution of the Supply specified in the Purchase Order constitutes a default on the part of the Supplier, with the consequent obligation to compensate MIPOT for any and all Damages suffered.

5.4 If the Supplier executes a Supply by delivering the relevant Products 3 (three) or more Business Days before or after the scheduled delivery and/or execution date specified in the Purchase

Order and/or delivers the Products in a quantity that deviates (over or under), from the quantities specified in the Purchase Order, i.e. a partial delivery, without the prior written authorisation of MIPOT, automatically entitles MIPOT - in order to guarantee the level of service required by its customers/clients - to reserve the right to choose, at its sole discretion, the implementation of any of the following measures: **(a)** cancel the Purchase Order and/or the Call-Off in whole or in part, thereby terminating the specific contractual relationship relating to the same (including the possibility of procuring the Products from another Supplier), and charging to the Supplier any and all direct or indirect resulting costs, without prejudice - in any case - to the right to compensation for any greater Damages resulting from the same; or **(b)** accept the Products, paying the corresponding Consideration, but charging to the Supplier all direct and indirect costs resulting from the acceptance of the incorrect execution of the Order and/or the Call-Off, without prejudice - in any case - to the right to compensation for any and all Damages sustained, or **(c)** to shift the delivery of one or more of what are known as "order rows", at its own discretion, with the direct and indirect costs being charged to the Supplier and without prejudice - in any case - to the right to compensation for any Damages suffered by MIPOT. Specifically, in the case referred to in subsection (b), MIPOT is entitled to pay the Consideration due to the Supplier after applying the deduction of any and all costs and/or Damages incurred by MIPOT and due to MIPOT under this Article.

5.5 The Supplier is under the obligation to inform MIPOT of any specific, special or particular specifications for the storage and preservation of the Products within and no later than 3 (three) Business Days after the receipt of a Purchase Order and/or the signing of a Supply Agreement. The Supplier must also notify MIPOT within the term of 3 (three) Business Days of any changes in the specific storage and preservation specifications of the Products that it wants to implement or that become necessary.

5.6 The Supplier is under the obligation to provide for the *packaging* of the Products: **(a)** according to criteria of suitability with respect to the requirements and special features of the specific Products; **(b)** in compliance with the applicable Legislation in force at any given time, as well as with the instructions, directives, guidelines and any other provisions previously agreed upon with MIPOT, without prejudice to the responsibility of the Supplier to guarantee the suitability of the packaging and the individual packages for the transport and storage conditions of the Products.

5.7 Unless specifically notified in writing by MIPOT, the Products must be delivered in standard EUR heavy pallets (marked EUR or EPAL), with maximum dimensions of 80 x 120 centimetres and maximum height of 110 centimetres. The ground clearance of the pallet must be at least 100 millimetres to allow the use of electric pallet trucks. The material must not extend beyond the sides of the pallet, and the weight must not exceed 200 kilogrammes. In the case of delivery in boxes, the maximum weight per package must not exceed 15 kilogrammes and the box must be made of material suitable for the type of goods contained and their weight.

5.8 The Products must be delivered in containers/packaging suitable for transport, loading, unloading and storage, at the care and expense of the Supplier, taking into account the nature and weight of the Products. In any case, the containers/packaging that are used must be authorised in writing by MIPOT.

5.9 The Products must always be accompanied by the transport document (from this point forward referred to as the "**Delivery Packing List**"). This document must always clearly include the following identification information for each individual item: **(a)** the product code; **(b)** the batch and date of production; **(c)** the description of the item; **(d)** the quantity; and **(e)** the number of the corresponding Purchase Order. If the same code is delivered under more than one Purchase Order number, this requires that the exact and individual items specific to each Purchase Order be clearly listed on the Delivery Packing List. The Delivery Packing List must be sent to MIPOT the day before the scheduled delivery date, to the following *e-mail* address: magazzino@mipot.com; failure to send this notification e-mail entitles MIPOT to refuse the Products object of the Supply, charging the consequent direct and indirect costs to the Supplier, without prejudice to the right to compensation for any Damages suffered.

5.10 Any deviation from the provisions of the preceding Article must be authorised in advance and in writing in each case by the Purchasing Department and/or the Warehouse Department of MIPOT.

5.11 Unless otherwise provided for in writing by the Purchasing Department of MIPOT, the receipt or unloading of Products is not allowed outside the following opening hours: 08.30 a.m. - 12.30 p.m. / 01.00 p.m. - 04.30 p.m. local time in Italy (GMT+1)

5.12 Any claims on the quantity and integrity of the packaging of the Products are issued by MIPOT directly against the Subject in charge of the transport, with the indication "*acceptance with reserve*" on the Delivery Packing List.

6. PROHIBITION OF CONTRACT ASSIGNMENTS

The Supplier is prohibited from assigning Purchase Orders, Framework Orders and/or Supply Contracts, in whole or in part, to third parties unless expressly authorised in writing and in advance by MIPOT.

7. CONSIDERATION, TERMS OF PAYMENT AND INVOICING

7.1 The Consideration due by MIPOT to the Supplier in relation to the Supply and indicated in the Supply Contract and/or Purchase Order, based on the criteria outlined in the document attached to these General Terms and Conditions in "**Annex A4**", is not subject to any adjustments for a period of 12 (twelve) months from the date of execution of the Contract to which it refers; However, if, during the execution of the Supply, variations occur in the cost components which imply a variation in the total cost of the Supply of more than 10%, the Parties undertake to discuss in good faith the possibility of adjusting the Consideration, also by agreeing to share a so-called "*Cost Break-Down*" between the Parties. At the end of the 12 (twelve) month period specified above, if MIPOT identifies the same Product on the market at a price that is at least 10% lower than the price agreed with the Supplier (all Supply Conditions being equal), MIPOT is entitled to notify the Supplier in writing of this fact and the Supplier, within the following 15 (fifteen) days, has the right to agree to adjust the Supply Price to the more competitive price indicated; otherwise, MIPOT is entitled to withdraw from the Contract and/or the individual Purchase Order, giving at least 30 (thirty) days written notice to the Supplier.

7.2 If the volume of the Supply exceeds the flexibility margin agreed between the Parties by +20% with respect to what was originally stipulated in the Contract, with reference to one or more Products, the Supplier undertakes to pay MIPOT - at the end of the reference financial year - a *bonus* in the form of a premium which is calculated as follows: **(a)** for increases in the volumes of Supply up to +30%, the *bonus* is equal to 5% of the total invoice value of the Supplier generated by MIPOT for the Products involved in the relevant increase in the volume of Supply (from this point forward referred to as the "**Relevant Turnover**"); **(b)** for increases in the volumes of Supply in excess of +30% and up to +50%, 8% of the Relevant Turnover; and **(c)** for increases in the volumes of Supply in excess of +50%, 10% of the Relevant Turnover.

7.3 Invoices for each Consideration due in performance of the Supply must be issued: **(a)** on a weekly basis, for Supplies coming from Italy; **(b)** with each shipment, for Supplies coming from Countries other than Italy. Invoices must include the reference information provided in the relevant Delivery Packing List (which, specifically, must contain the Product codes indicated by MIPOT in the Purchase Order and the relevant quantities, units of measurement and prices). Invoices have to be sent in advance to the following *e-mail* address: amministrazione@mipot.com.

7.4 Invoices are paid as agreed between the Parties when they reach the due date, in compliance with the payment term of the Consideration indicated in the Purchase Order and/or in the individual Contract to which the invoices are linked. It is agreed that payments for Products delivered after the 25th of the month are automatically postponed by 30 (thirty) days unless otherwise agreed in writing between MIPOT and the Supplier. Payments for invoices due on December 31 are executed by day 15 of the following month.

7.5 If there are any discrepancies between the information specified in the invoices and the information specified in the relevant Purchase Order and the relevant confirmation, the Supplier is required to issue an adjustment document, such as a credit and/or debit note.

7.6 The Supplier undertakes to notify MIPOT of any changes in its administrative data immediately and, in any case, within a reasonable period of time before the agreed delivery date of the Products. If this is not the case, all the related and resulting costs are charged to the Supplier.

7.7 In compliance with Article 1462 of the Italian Civil Code, the Parties agree that the Supplier is not entitled in any way to interrupt or withhold the delivery of the Products or, in any case, the execution of the Supply, due to any delay in the payment of the Consideration by MIPOT, provided that it is less than 30 (thirty) Business Days. If this is not the case, the Supplier is under the obligation to compensate MIPOT for any damage suffered as a result of the non-delivery of the Products.

8. QUALITY AND CONFORMITY OF PRODUCTS

8.1 On the subject of the quality and conformity requirements of the Products, as well as the related warranty schemes, the Parties agree to refer to what is specifically established and regulated in the "Supply Quality Manual", attached to this document in "**Annex A5**". It is agreed between the Parties that the warranty issued by the Supplier pursuant to this Article is valid for 30 (thirty) months from the date of effective delivery of the Products to which the warranty applies.

9. AVAILABILITY GUARANTEE

If specified in the document attached to this document in "**Annex A1**", the Supplier is under the obligation to guarantee MIPOT the availability of the Product for a period of 10 (ten) years.

10. INSURANCE COVERAGE

The Supplier is under the obligation to stipulate and maintain in force for the entire duration of the Supply an effective insurance policy expressly for MIPOT. This policy must be taken out with a leading insurance company for a minimum insurance coverage limit of EUR 3,000,000.00 (three million/00) to cover damages that MIPOT and/or its end customers/clients may suffer in connection with any Product supply to MIPOT, as well as the costs related to any Product recall activities.

11. LIABILITY FOR DEFECTIVE PRODUCTS

11.1 The Supplier is solely liable for any Damages caused by the Products to MIPOT, its end customers/clients or other third parties, as a result of the defective nature of the Products. "Defective Products" are defined as Products which - pursuant to the applicable Legislation and, specifically, pursuant to Articles 102 and subsequent articles of Italian Legislative Decree number 206/2005 - do not provide all the guarantees of safety that are legitimately expected under any circumstances. It is agreed between the Parties that such Damages include the Damages resulting from any Product recall campaigns that may be necessary (hereinafter, collectively, the "**Defective Product Damages**").

11.2 The Supplier, therefore, is under the obligation to indemnify and hold MIPOT harmless in relation to any Defective Product Damages or claim for compensation for Defective Product Damages that may be lodged against the Supplier and/or MIPOT.

11.3 The Supplier undertakes to stipulate and maintain in force for the entire duration of the Supply an effective "*All Risk*" insurance policy against civil liability for Defective Product Damages, including coverage for North America. This policy must be taken out with a leading insurance company for a minimum insurance coverage limit of EUR 3,000,000.00 (three million/00).

12. OBLIGATION TO INDEMNIFY

The Supplier expressly undertakes to indemnify and hold MIPOT harmless from any obligation and/or liability towards its staff and collaborators (including any sub-contractors previously authorised in writing by MIPOT) for any reason whatsoever for the execution of the Purchase Order or, more generally, for any Contract. In this regard, by way of example but not limited to, MIPOT is not liable for salaries, insurance and/or social security contributions or any other fulfilment, performance and/or obligation inherent in the relations between the Supplier and any individual staff member and/or collaborator (including sub-contractors) of the Supplier involved in the execution of the Purchase Order or, more generally, any Contract. The Parties agree that, if MIPOT is called upon, for any reason whatsoever, to account for the above relations between the Supplier and any individual staff member and/or collaborator (including sub-contractors) and any related reasons or causes referred to in this Article, MIPOT is indemnified by the Supplier against any damage (that is an immediate and direct consequence of the breach of contract by the Supplier) that MIPOT may sustain.

13. THE PROTECTION OF INDUSTRIAL PROPERTY RIGHTS

13.1 All Intellectual and Industrial Property Rights and the consequent rights of economic use and exploitation relating to, or in any way connected with, the activity carried out by MIPOT and the Supply made in favour of MIPOT, are and remain the full and exclusive property and ownership of MIPOT, in any format, on any support and/or in any way in which they are created and implemented. In this respect, the Supplier is only permitted to use the Intellectual and Industrial Property Rights for the purposes of the Supply, in a fair and equitable manner, in compliance with the provisions of these General Terms and Conditions and/or the Contracts, and with methods that do not cause prejudice to MIPOT.

13.2 To this end, the Supplier undertakes not to carry out any publicity that would make use of the Intellectual and Industrial Property Rights of MIPOT, nor to process any of the information contained in a Purchase Order and, more generally, any Confidential Information. Any exceptions must be expressly authorised in writing by MIPOT.

13.3 The Supplier undertakes to notify MIPOT immediately and without delay of any fact or act committed by third parties of which it becomes aware that may constitute counterfeiting or infringement, in any form, actual or suspected, of any of the Intellectual and Industrial Property Rights of MIPOT. The Supplier also undertakes to notify MIPOT immediately of any claim made by third parties against MIPOT in relation to the use of the Intellectual and Industrial Property Rights. For this purpose, the Supplier is also required to fully cooperate in any initiative that MIPOT deems appropriate to implement for the protection and defence of Intellectual and Industrial Property Rights, the costs of which are at the expense of MIPOT, except in the case of liability that is attributable to the Supplier for a breach of the provisions contained in these General Terms and Conditions and/or in the Contracts.

13.4 The Supplier guarantees and warrants that the Products of a Supply and the manufacturing processes of the Products do not infringe any Intellectual and Industrial Property Rights or other exclusive rights of any Subject. To this end, the Supplier undertakes to indemnify and hold MIPOT harmless in respect of any Damage or claim for Damages or compensation addressed to MIPOT resulting from and/or based on the assumption that such rights have been infringed.

14. THE CREATION OF NEW INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

If the Parties create new Intellectual and Industrial Property Rights during the course of the Supply relationship - and exclusively within the scope of the execution of the Supply contract - these Industrial Property Rights are the exclusive property of MIPOT (unless otherwise contractually agreed upon specifically between the Parties in writing) and the Parties agree to negotiate and define by mutual contract any and all aspects relating to the economic exploitation of these new Intellectual and Industrial Property Rights.

15. CONFIDENTIALITY OBLIGATIONS

15.1 The Supplier undertakes not to disclose or inform third parties of the existence of the supply relationship with MIPOT by any means or form of communication (such as, but not limited to, the press, radio, television, exhibitions, trade fairs, the use of packaging bearing trademarks or other intellectual and industrial property rights of MIPOT, or by mentioning MIPOT as a reference to its customers) without the prior express written consent of MIPOT.

15.2 In addition, for the entire duration of the Supply and for 5 (five) years after its termination (for any reason whatsoever), the Supplier undertakes to: **(a)** maintain the Confidential Information and the contents of these General Terms and Conditions strictly confidential and, therefore, not to disclose, release or otherwise make known any information of this type to third parties, without prejudice to the fulfilment of the obligations provided for by the mandatory provisions of all the Current Applicable Regulations and Standards in force at any given time; **(b)** use the Confidential Information solely in connection with the Supply and within the limits of the provisions of these General Terms and Conditions and/or the Contracts; **(c)** implement all the necessary and appropriate precautions and security measures in order to maintain the confidentiality of the Confidential Information, and to prevent unauthorised access to the Confidential Information and safeguard the Confidential Information from being stolen and/or altered by any third-party

Subject; **(d)** return or immediately destroy, upon a simple written request by MIPOT, any and all Confidential Information in the possession of the Supplier, in any medium it may be stored, as well as to permanently delete any and all Confidential Information stored on electronic, magnetic or paper media, electronic, magnetic, paper or any other medium in the possession or custody of the Supplier; it is agreed, however, that the return or destruction of such Confidential Information does not in any way diminish the binding force and effect of the obligations of confidentiality and indemnity obligations imposed on the Supplier under these General Terms and Conditions and/or the Contracts; and **(e)** if the Supply is terminated for any and all reasons whatsoever, deliver to MIPOT - promptly and without delay and, in any event, no later than 5 (five) days from receipt of the relevant request - all documentation in any format and on any medium whatsoever that the Supplier possesses or stores in relation to any Confidential Information.

16. NOTICE TO COMPLY AND EARLY TERMINATION

16.1 The Supplier acknowledges that its obligations under these General Terms and Conditions represent significant obligations for MIPOT. As a result, MIPOT is entitled to terminate, in advance and with immediate effect, these General Terms and Conditions, any Purchase Order, Framework Order and/or Supply Agreement binding it to the Supplier, in the event of Non-Compliance with one or more of the above obligations. Specifically, MIPOT is entitled to exercise this right of immediate and advance termination if the Supplier has not remedied its non-compliance within 30 (thirty) days from the receipt of a written notification from MIPOT, containing a description of the notified non-compliance and a request to remedy it within the term of 30 (thirty) days, with the warning that, in default, the Contracts are definitively terminated.

16.2 If circumstances of force majeure prevent the Supplier from fulfilling its contractual obligations for a period of more than 30 (thirty) days, including non-consecutive days, MIPOT is entitled to expressly withdraw from the Contract, without any obligation whatsoever towards the Supplier, at the same time cancelling any existing Purchase Orders.

17. PROTECTION AND CONFIDENTIALITY OF PERSONAL DATA

17.1 The Parties undertake, each within its own area of competence, to process the personal data collected under or in the performance of the Supply in full mutual autonomy and full compliance with the applicable Legislation and, in particular, with EU Regulation 2016/679 (*General Data Protection Regulation*) and its subsequent amendments and additions, and mutually guarantee each other, each for the activities within its own area of competence, full compliance with all applicable provisions on the protection of personal data. To this end, the Parties undertake to take all the necessary and/or appropriate steps to ensure that the processing and communication of personal data

undertaken in the performance of the Supply are performed in full compliance with the applicable Legislation, including the provisions on the application of the minimum security measures.

17.2 In addition, the Parties undertake to adopt all appropriate security measures to prevent the risks of destruction or loss, even accidental, of personal data that they may come into possession of in the performance of the Supply, of unauthorised access or processing that is not permitted or does not comply with the object of the Supply and/or the Current Applicable Regulations and Legislation in force.

18. ADDITIONAL TERMS AND CONDITIONS

18.1 Without prejudice to the provisions of Article 1419 of the Italian Civil Code, if any Article or Paragraph of these General Terms and Conditions or the Contracts, or any part thereof, is proven to be invalid or unenforceable, the remaining Articles and Paragraphs are not affected in any way. It is agreed that the Parties undertake to negotiate in good faith to replace the invalid or unenforceable Article or Paragraph, or any part thereof, with other agreements that are valid and enforceable and that have the same material effect with respect to the subject matter of these General Terms and Conditions.

18.2 Any failure or delay in exercising any of the rights or remedies conferred on the Parties under applicable Legislation, the General Terms and Conditions and/or the Contracts are not to be understood as a waiver of any of these rights or remedies.

18.3 The Parties agree that any communication required or permitted by these General Terms and Conditions must be made in writing or by electronic mail. Any communication required or permitted by these General Terms and Conditions is considered to have been effectively delivered when: if it is made in writing, upon receipt of the communication; if it is made by PEC certified e-mail, upon issuance of the receipt notice for delivery to the Recipient; if it is made by ordinary e-mail and, in any event, when the Recipient acknowledges and confirms receipt (in writing or by e-mail) to the sender, provided that it is sent to the following addresses:

For MIPOT, to:

Mipot S.p.A.

Via Corona, 5

Cormons - (GO)

To the attention of: []

Telephone: []

E-mail: []

PEC certified e-mail []

For the Supplier, to:

[]

[]

To the attention of: []

Telephone: []

E-mail: []

PEC certified e-mail []

or any alternative address that each of the Parties may communicate to the other in compliance with the provisions of this Article. It is understood that in addition to the addresses listed above, or to the alternative addresses that may be notified in the future, the Parties are also required to provide the address and contact details of their respective registered offices for any and all purposes, including for any judicial notifications.

19. APPLICABLE LAW AND COURT OF JURISDICTION

19.1 These General Terms and Conditions are governed by Italian law, with the exclusion of the provisions contained in the Regulations on private international law/conflict of laws and international conventions relating to the international sale of goods.

19.2 Any dispute or litigation of any type whatsoever relating to, resulting from or in any way connected with the provisions of these General Conditions, the Contracts or otherwise relating to the Products and/or the Supply is assigned and subject to the exclusive jurisdiction of the Court of Milan, in Italy.

List of Annexes

A1: List and Classification of Products

A2: Forecast

A3: Lead Time of the Products

A4: Price List

A5: Supply Quality Manual (SQM)

[Signatures]

Mipot S.p.A.

Name: Ivo Emili

Qualification: Managing Director

The Supplier

Name: []

Qualification: []

Pursuant to Article 1341, paragraph 2 of the Italian Civil Code, the Supplier declares that it has carefully and accurately read and understood the content of these General Terms and Conditions and expressly accepts the clauses contained in the following Articles: 2 “*The Scope and Effectiveness of the General Terms and Conditions*”; 3 “*Purchase Order, Confirmation and Finalisation*”; 4 “*Regulations Governing Framework Orders*”; 5 “*Obligations of the Supplier and Performance of the Supply*”; 6 “*Prohibition of Contract Assignments*”; 7 “*Consideration, Terms of Payment and Invoicing*”; 8 “*Quality and Conformity of Products*”; 11 “*Liability for Defective Products*”; 12 “*Obligation to Indemnify*”; 14 “*The Creation of New Intellectual and Industrial Property Rights*”; 16 “*Notice to Comply and Early Termination*” and 19 “*Applicable Law and Court of Jurisdiction*”.

The Supplier

Name: []

Qualification: []