

**Standard Terms of Sale and Delivery of the Italian companies part of the KB SfS-Bremse Group – October 2024 Edition**

These Standard Terms and Conditions of Sale and Delivery (hereinafter: “Terms”) shall be applicable to all contractual relations between a buyer which is not a “consumer” and which, therefore, purchases as a “professional” or anyway within the context of its business (hereinafter: the “Customer”) and an Italian company (hereinafter: the “Supplier”) part of the KB SfS – Bremse Group (hereinafter: the “KB Group”).

**§ 1 Contractual terms**

1. The Terms printed hereafter shall apply to all sales made by the Supplier and shall prevail over any purchase or other conditions of the Customer as well as any term set out in the Customer’s orders.
2. Deviations from these Terms shall not be valid unless confirmed by the Supplier to the Customer in writing, and shall in any event apply only to the extent expressly set out and solely with reference to the order for which the Supplier has agreed to such deviations.
3. The Supplier retains the right to amend these Terms at any time and without prior notice. Any amendments and additions to these Terms shall become legally effective for all orders for products made from the date on which they are made available to the Customer.
4. These Terms shall be applicable also if the Supplier performs the contract without reservation and in awareness that these Terms conflict with or differ from the Customer’s standard terms, including if the Customer’s order makes reference to the applicability of any of the Customer’s standard terms.

**§ 2 Conclusion of the contract**

1. The submission of an offer by the Supplier shall not create a binding contract. The contract shall not be concluded unless the order of the Customer is received and an order acknowledgement/confirmation is issued by the Supplier, which the latter is free to issue or not at its sole and unquestionable discretion.
2. Any offer is based on the regulations of law and statutes being in force at the time the offer was made. In case the Customer desires modifications of design or workmanship within the scope of what is technically feasible or acceptable to the Supplier, the Supplier shall submit an amended offer pertaining to the effects of such modifications, in particular with respect to increased or reduced cost or to the change in the date of delivery. The Customer’s acceptance of the first (partial) delivery shall be an acceptance of such amended offer.
3. THE CONTRACT WITH THE CUSTOMER SHALL BE CONCLUDED SUBJECT TO (i) A POSITIVE SOLVENCY CHECK RELATING TO THE CUSTOMER, (ii) THE SUPPLIER’S RECEIPT ALL PAYMENTS BY THE CUSTOMER IN RESPECT OF PREVIOUS ORDERS PLACED BY IT TO THE SUPPLIER AND (iii) THE CORRECT AND TIMELY DELIVERY BY THE SUPPLIER’S

SUBCONTRACTORS DEPENDING ON THE FACT THAT A CONGRUENT LEGAL TRANSACTION HAS BEEN CONCLUDED WITH THE SUBCONTRACTOR AND THE SUPPLIER IS NOT RESPONSIBLE FOR THE FAILURE OF DELIVERY. THE CUSTOMER SHALL BE INFORMED IMMEDIATELY IF SERVICES ARE NOT AVAILABLE. THEREUPON, THE SUPPLIER SHALL RETURN THE QUID PRO QUO WITHOUT DELAY AS FAR AS IT WAS ALREADY PAID.

4. All declarations of the Customer (purchase orders, objections, etc.) shall be made in writing by means allowing to confirm their receipt and must be confirmed by the Supplier in written form to be legally binding.
5. The Customer may cancel a purchase order at the latest eight weeks before the delivery date indicated by the Supplier. In such a case the Customer shall pay to the Supplier an amount equal to 25% (twenty-five percent) of the net total value of the relevant purchase order as well as all the costs incurred by the Supplier up to the cancellation date, without prejudice to the right of the Supplier to claim any further damage it may have suffered as a consequence of the cancellation of the order by the Customer.

**§ 3 Delivery Items**

1. THE SUPPLIER SHALL DELIVER THE GOODS IN ACCORDANCE WITH THE WRITTEN CONTRACTUAL STIPULATIONS, IN PARTICULAR IN CONFORMITY WITH THE DESIGN FREEZE (FINAL STIPULATION OF THE DELIVERY ITEMS). CHANGES OR ALTERATIONS OF THE GOODS SHALL ONLY BE CONSIDERED TO BE AGREED UPON IF EXPRESSLY CONFIRMED BY THE SUPPLIER IN WRITING.
2. The supporting documentation (i.e. illustrations, manuals) delivered with the goods may not correspond with them if, at the Customer’s request, the supplied goods deviate from the goods usually delivered by the Supplier. The Customer agrees that should the Supplier modify/improve the goods the related commercial and/or technical documentation will be modified accordingly without the need to provide any prior notice to the Customer.
3. ILLUSTRATIONS OF THE DOCUMENTATION NEITHER CONSTITUTE AN ASSURANCE OF PARTICULAR QUALITIES NOR REPRESENT A GUARANTEE. PARTICULAR GUARANTEES OR QUALITIES OF THE GOODS SHALL BE DESIGNATED AS SUCH AND CONFIRMED BY THE SUPPLIER IN WRITING. WITHOUT THIS WRITTEN CONFIRMATION NO OBLIGATION SHALL BE ENTERED INTO, NEITHER BY ADVERTISEMENT NOR BY OTHER PUBLIC STATEMENTS.
4. Services not expressly described in specifications of the contract must be agreed upon separately. For such services the Supplier’s standard terms of services are applicable, unless otherwise agreed upon.

**§ 4 Collaboration duties of the Customer**

1. THE CUSTOMER SHALL NAME A PERSON OF CONTACT WHO WILL SERVE AS AN AUTHORIZED REPRESENTATIVE TO THE SUPPLIER.
2. DURING THE PRECONTRACTUAL NEGOTIATIONS THE SUPPLIER SHALL IMMEDIATELY BE INFORMED, AS SOON AS CIRCUMSTANCES WILL ARISE WITHIN THE ENVIRONMENT OF THE CUSTOMER THAT MAY LEAD TO A BREAK-OFF OF THE PRECONTRACTUAL RELATIONSHIP (e.g. cancellation of budget, short-term change or suspension of the project).
3. THE CUSTOMER SHALL AT ALL TIMES TAKE INTO ACCOUNT THE SITUATION OF THE SUPPLIER IN HIS DECISION PROCESSES.

**§ 5 Delivery, Delivery time and time for the provision of Service**

1. All documentation in the Italian language is considered to be comprehensive.
2. THE DELIVERY DATE AND TIME (IF PROVIDED) FOR DELIVERY SHALL BE AGREED IN WRITING AND SHALL BE CONFIRMED IN SUPPLIER'S ORDER ACKNOWLEDGEMENT/CONFIRMATION. IF REFERENCE IS MADE TO A DELIVERY TERM RATHER THAN A DATE, THE TERM FOR DELIVERY SHALL ONLY COMMENCE AT THE MOMENT OF DESIGN FREEZE, OTHERWISE WITH THE CONCLUSION OF THE CONTRACT. IF THE CONTRACT IS AMENDED SUBSEQUENTLY (e.g. amendment after the finalization of Design Freeze), THEN THE PREVIOUS DELIVERY DATE AND / OR TIME FOR DELIVERY IS CANCELLED. IN THIS CASE THE SUPPLIER AND THE CUSTOMER SHALL AGREE UPON A NEW DATE AND TIME FOR DELIVERY.
3. The observance of the agreed date and time for delivery – or, as the case may be, the delivery term – presupposes that the Supplier receives the purchase orders and the respective calls for delivery, as well as all documents, necessary authorizations and final design appropriates to be furnished by the Customer, in due time. THE SUPPLIER SHALL NOT BE LIABLE FOR DELAYS IN DELIVERY OF LESS THAN 5 (FIVE) WORKING DAYS.
4. If the Supplier waits for the collaboration or the information of the Customer, or if he is otherwise impaired from performing without negligence or intention, the time for delivery and time for the provision of services is considered as extended during the period of prevention plus during an adequate period after the prevention has ended. The Supplier shall inform the authorized representative (§ 4, No. 1) of the prevention occurred as soon as feasible.
5. The delivery deadline is deemed to be met if the delivery item has left the Supplier's plant before the aforementioned deadline or if the Supplier has notified the readiness for shipment. This shall not be applicable if the contract provides that delivery is to be made at the Supplier's expense.
6. Partial deliveries are permitted to the extent that they are reasonable for the Customer.

7. In the event of the delivery or shipment being entirely or partly delayed at the request, or on the initiative, of the Customer or due to his appointed carrier's unjustified refusal to carry out the transport or anyway to the latter, the following shall be applicable: the Customer shall, beginning one week after the Customer or carrier has been advised that the goods were ready for delivery or shipment (as the case may be), be charged all costs caused by such delay, in particular the storage costs, but not less than 0,5 % per month of the invoice value of the goods to be delivered, unless the Customer prove that the Supplier's loss has been lower.

8. If the Supplier is responsible for the non-compliance of binding terms or dates for delivery, the Customer shall be entitled to claim (starting from the end of the period set out in §5 No. 3 above) an all-comprehensive penalty of 0.5% per week of the value of all delayed deliveries and services, with an overall cap at 5% of the relevant invoice's value. Limitations shall not apply if the delay has been caused intentionally or by gross negligence.

9. IF THE CUSTOMER INTENDS TO TERMINATE THE CONTRACT DUE TO THE SUPPLIER'S NON-COMPLIANCE TO AGREED-UPON TERMS WHICH IS TO BE IMPUTED/ATTRIBUTABLE TO THE LATTER, THE CUSTOMER SHALL FIRST SET A TERM OF 15 DAYS TO THE SUPPLIER FOR HIS PERFORMANCE COMBINED WITH WRITTEN WARNING CONCERNING THE CUSTOMER'S INTENTION OF TERMINATING THE CONTRACT.

10. The Customer may not refuse to take delivery on account of minor defects in the goods.

11. If non-compliance with time for delivery is due to force majeure or other disturbances beyond the Supplier's reasonable control (e.g. war, terrorist attacks, import or export restrictions, labour struggles including such disturbances affecting subcontractors, pandemics, orders issued by authorities impairing or limiting its activity or that of its suppliers and/or subcontractors) the time for delivery agreed upon shall be extended appropriately.

12. The Customer is required to expressly request for the availability of spare parts within the order itself. Should the Customer fail to comply with this provision, the Supplier shall not guarantee the availability of any spare parts with reference to the products.

**§ 6 Passing of risk**

1. The risk shall pass to the Customer in accordance with the delivery terms (as per Incoterms® 2020) set out in the contract (and as confirmed in the order acknowledgement/confirmation).

**§ 7 Prices, payment**

1. The agreed prices shall be fixed with reference to the relevant supply.
2. Unless differently set out in the Supplier's offer, all prices are understood to be for delivery ex works Supplier's facility (Italy) Incoterms® 2020 without packing (as well as loading, shipping and insurance), and are subject to VAT (value-

added tax) as well as any other applicable tax, duty, charge or cost, as provided by law. It is understood that the fixed price does not include ancillary costs even in the event the Supplier has undertaken to perform on-site assembly of goods.

3. Invoices will be charged for each single delivery or performed service. Discounts will not be granted.

4. Except as otherwise agreed in writing, payment shall be effected within 30 days of the invoice date without any deductions whatsoever. The Supplier may also, however, make delivery conditional upon simultaneous matching payment (for instance cash on delivery or bank direct debiting service) or on pre-payment, especially if no business relation has yet existed between the Customer and the Supplier, if delivery is to be made to a foreign country or if the Supplier reckons there is a risk of late payment.

5. In case of delayed payment the Supplier is entitled to charge the Customer default interest as per Legislative Degree 231/2002 (currently amounting to 8 % + the interest rate applied by the Central European Bank in its refinancing operations, as set forth in the Official Journal of the Italian Republic). The aforementioned yearly interest rate shall be calculated on a daily basis and charged on top of the unpaid amount from the date on which the payment is due up to the date on which the payment is made, without the need of providing formal notice to the Customer. In addition to such interest, the Supplier may also charge the Customer the expenses incurred for the recovery of the amount due. The Supplier shall have also the right to suspend the performance of the delivery or of the contract until the payments have been made and/or appropriate guarantees have been provided to it.

6. The Customer shall only be entitled to withhold payments or to offset counterclaims insofar as the Customer's counterclaims are undisputed or ruled with *res judicata* effect by court. The Customer shall not be entitled to assign his claims to third parties.

#### **§ 8 Obligation of examination and of issuing complaints in case of disaccord regarding the goods of purchase**

1. The Customer shall be obliged to examine all goods of the Supplier, and to give notice of any apparent defects and/or non-conformances and/or shortcomings of the goods within 8 (eight) days from their delivery. This shall also apply to documentation (e.g. operating instructions, instructions of assembly).

2. THE NOTIFICATION OF DEFECTS BY THE CUSTOMER SHALL BE MADE IN WRITING WITHIN THE ABOVEMENTIONED TERM AND SHALL DESCRIBE THE DEVIATION FROM THE CONTRACTUAL STIPULATIONS IN DETAIL AND ON A CASE-BY-CASE BASIS. ONLY THE AUTHORIZED REPRESENTATIVE (§ 4, NO. 1) IS AUTHORIZED TO ISSUE A NOTIFICATION OF DEFECTS.

3. Verbal notifications shall only be effective if the Supplier has given a written permission for such action to the Customer.

4. The notification of defects shall not be considered valid if the authorized representative of the Customer (§ 4, No. 1)

fails to give written notice about apparent defects and/or non-conformances and/or shortcomings within the term mentioned in § 8, No. 1, or if the Customer fails to inspect the products within the same term; in such a case the Customer shall not be entitled to raise any claim against the Supplier for any apparent defect and/or non-conformances and/or shortcomings.

5. THE NOTIFICATION OF DEFECTS THAT ARE NOT APPARENT SHALL BE MADE IN WRITING WITHIN 8 DAYS FROM THEIR DISCOVERY OTHERWISE THE CUSTOMER SHALL FORFEIT ANY RIGHT TO MAKE ANY CLAIMS IN RELATION THERETO.

#### **§ 9 Defects and their remedy**

1. The Supplier shall warrant the products for a period of 12 months exclusively pursuant to the terms hereinafter.

2. The time period for the statute of limitations commences at the moment of delivery.

3. Claims on account of defects shall not be valid in cases of insubstantial deviation from the composition agreed upon or in case of only insubstantial impairment to the usefulness of the product or reduction of their value. The Customer shall bear the burden of proof as to the presence of the defects and as to the fact that such defects are covered under the warranty hereunder.

4. The Supplier may support the Customer in searching for defects. If the defects cannot be directly attributed to the Supplier, he shall invoice such services – as well as any repairs/substitutions made – to the Customer.

5. In case the Customer or a third person carries out modifications or repairs improperly and without prior approval of the Supplier, or in case the goods are stored, carried and/or used not in compliance with the Supplier's instructions/manuals, the Supplier shall not be liable for consequences resulting therefrom.

6. In presence of defects, the Supplier, at its sole discretion, will (i) apply a price reduction to the Customer, unless the product is completely unusable, in which case the Supplier shall be entitled to fulfil its obligations towards the Customer also by reimbursing to the latter the price of the relevant product, reduced by a reasonable amount for wear and tear; or (ii) repair or substitute (or procure to repair or substitute) the product affected by the defect. In no case shall the Customer be allowed to have a third party repair the product affected by a defect and claim from the Supplier the reimbursement of the costs incurred for this purpose.

7. The Supplier's contingent performance of repairs or the substitution of defective goods shall not entail any extension of the guarantee period set forth in § 9, No. 1 for the affected products, it being understood that the repaired or substituted products shall not be autonomously guaranteed for a new warranty period but shall be guaranteed as the products originally sold.

8. Additional expenses which arise from the fact that the delivered goods have been transported to another place other than the original place of delivery will not be borne by the Supplier, unless he has been made aware of the fact

that such transport corresponds to the intended use of the goods.

9. The Customer shall support the Supplier according to § 4, No. 3.

10. To the widest extent allowed by applicable law, the warranty set out herein shall be the sole available to the Customer in respect of products' defects and/or lack of contractual qualities.

11. With regard to claims for damages § 11 shall be applicable.

#### **§ 10 Retention of Title**

1. The Supplier retains title to the delivered products pending full performance of all of the Customer's obligations vis-à-vis the Supplier.

2. The Customer is entitled to process or connect the goods of the Supplier with other products within the due course of the Customer's business. By way of security for the Supplier's claims set forth in § 10, No. 1, the Supplier shall acquire joint ownership of the created products as a result of such processing or connection. The Customer hereby transfers such joint ownership to the Supplier already now. As an ancillary contractual obligation, the Customer shall store the goods to which the Supplier has retained title free of charge. The amount of the Supplier's joint ownership share shall be determined by the ratio between the value of the goods delivered by the Supplier and the value of the product created by processing or connection at the time of such processing or connection.

3. The Customer shall be entitled to sell the products in the normal course of business against payment in cash or subject to retention of title. The Customer assigns to the Supplier already now all claims in full together with all ancillary rights to which the Customer is entitled to from the further sale of the goods, irrespective of whether the product has been further processed or not. The assigned claims shall act as security for the Supplier's claims set forth in § 10, No. 1. The Customer shall be entitled to collect the assigned claims. The rights of the Customer in this § 10, No. 3 can be revoked by the Supplier, if the Customer fails to duly comply with his contractual duties towards the Supplier, in particular, if the Customer is in default of payment. THESE RIGHTS SHALL ALSO CEASE WITHOUT ANY EXPRESS REVOCATION IF THE CUSTOMER SUSPENDS PAYMENTS FOR MORE THAN MERELY A TEMPORARY PERIOD.

4. Upon request of the Supplier, the Customer shall advise the Supplier immediately in writing of the parties to whom the goods, of which the Supplier has retained title or joint title, have been sold and of the claims to which the Customer is entitled on the basis of such sale and shall issue to the Supplier deeds officially authenticated at the Customer's expense relating to the assignment of the claims.

5. The Customer shall not be entitled to dispose of the goods to which the Supplier has retained title or joint property or of the claims assigned to the Supplier in any other way. The Customer shall notify the Supplier immediately of any attachments of or other impairments to the rights of goods

or claims belonging to the Supplier either wholly or partly. The Customer shall bear the entire costs which have to be borne in order to cancel the attachment of the Supplier's retained property or security by third parties and to re-create the goods insofar as it is impossible to retrieve it from the third parties.

6. In case of default of payment or any other culpable violation of material contractual obligations by the Customer, the Supplier has the right to demand the return of goods to which the Supplier has retained title or in which the Supplier holds an equitable lien. If he makes use of such right, this entitles the Supplier to terminate the contract if the Supplier expressly declares so towards the Customer. This is without prejudice to any right of the Supplier set out in these Terms or by the law (including to claim damages).

7. If the Customer files a petition for insolvency proceedings to be commenced, the Supplier is entitled to withdraw from the contract and demand the immediate return of the delivered goods which have not yet been paid for by the Customer. If the value of the security existing for the Supplier exceeds the amount of the Supplier's claims by over 10 % at the aggregate, the Supplier shall, at the customer's request, release security to this extent at his choice.

8. Should the Supplier perform repairs on the goods purchased from it by the Customer at the expense of the latter and have actual possession and control over the same, in the event the Customer were not to pay for such repair works, the Supplier shall have the right to sell such goods pursuant to article 2756, third paragraph, of the Italian Civil Code, it being understood that in such an event any amount received by the Supplier exceeding the latter's credit shall be returned to the Customer within 30 days from the date on which the Supplier received the relevant amount from any third party.

#### **§ 11 Further liability**

1. THE SUPPLIER SHALL NOT BE LIABLE FOR DAMAGES OF ANY KIND AND TO ANY PERSON AND OBJECT CAUSED, DIRECTLY OR INDIRECTLY, BY THE PRODUCTS OR THEIR USE, EXCEPT WHAT EXPLICITLY FORESEEN BY THE LAW AS A NON-EXCLUDABLE OR LIMITABLE LIABILITY ON A SELLER'S OR ON A MANUFACTURER'S PART. THE SUPPLIER SHALL BE LIABLE IN CASES WHERE IT HAS ACTED WITH INTENT AND/OR GROSS NEGLIGENCE OR WITH RESPECT TO DEFECTS OR MALFUNCTIONS CAUSING DEATH OF, OR INJURY TO, ONE OR MORE PERSONS AND WHICH ARE IMPUTABLE TO THE SUPPLIER.

2. To the widest extent permitted by applicable law, and save with reference to cases in which the Supplier has acted willfully or with gross negligence, the Supplier's overall liability vis-à-vis the Customer, whether under the contract or in tort or for any other reason whatsoever, for any damages, costs, expenses or liability arising from a breach of the contract shall not exceed the total price of the products actually paid by the Customer. In no event shall the Supplier be liable vis-à-vis the Customer for any special,

indirect or consequential loss or damage or any other costs or liabilities (whether foreseeable or not and even if the Supplier had been informed of the possibility that such damages occur).

3. The preceding regulations (§ 11, No. 1 and 2) shall not result in an alteration to the burden of proof.

4. The Supplier's devices and products (and thus the goods) are not designed for use, and cannot and must not be used, in safety-critical systems and/or applications where a failure of such devices and products would be expected to result in personal injury or death or in environmental harm (such as, but not limited to, in nuclear power plants, in military or aerospace applications or environments, in intensive care and life support devices and systems), unless the same are explicitly declared by the Supplier as suitable for use in safety-critical systems and/or applications – in which case the relevant declaration shall only be valid for, and apply to, the relevant device and/or product with reference to the expressly stated use, and only in relation to the safety-critical system and/or application specifically set out by the Supplier in such a circumstance. The Supplier cannot be held responsible for the unauthorized use of the goods in safety-critical systems and/or applications, and such use automatically voids any warranty on the goods and any related services, in addition to entitling the Supplier to claim from the Customer any and all damages of any kind it may suffer as a consequence of the unauthorized use of its devices and products in safety-critical systems and/or applications.

5. The Customer undertakes to defend, indemnify and hold harmless the Supplier, its agents, representatives, employees, subsidiaries, as well as - and more generally - all its assignees, against any and all third-party claims, actions, liabilities and related expenses (including legal fees and indirect and consequential damages) and damages of any kind and nature relating to the products resulting from an act or omission of the Customer, its agents, representatives, employees, collaborators or subcontractors.

## **§ 12 Rights**

1. The Customer acknowledges that the Supplier (and/or another member of the KB Group as the case may be) is and shall remain the sole owner and/or holder of all the trademarks and names, Internet domains and more generally all distinctive signs referring to it (hereinafter: "Distinctive Signs"), as well as of the technological, commercial and industrial secrets, whether or not patented and/or registered, know-how and intellectual and/or industrial property rights, images, photos, portrayals, drawings, models and other information relating to the products (hereinafter: "IP").

2. The IP shall not be reproduced and / or be made accessible and/or disclosed to a third party, even after the termination of the contract, for whichever reason occurred. In case a contract is not concluded or is terminated for whatever reason, all IP shall be returned to the Supplier or

shall be extinguished and shall not be made use of nor disclosed to any third party.

3. The Customer shall not initiate nor carry out (or have carried out) any procedure for the registration of the Distinctive Signs or the IP in any jurisdiction nor challenge any registrations made by the Supplier.

4. The Customer shall be liable for any unauthorized or improper use of the Distinctive Signs or IP made by him, his subsidiaries, affiliates and his employees, agents, consultants and/or representatives.

5. During the precontractual relationship or during the performance of contract and in relation to the Customer, all rights affecting the goods, particularly the extensive copyright including all objects, data, and information handed over to the Customer, exclusively shall rest in the Supplier, even if the rights have accrued from co-operation with the Customer or from the Customer's instructions. This shall expressly be applicable to patentable inventions resulting within the scope of the supply during the contractual or precontractual relationship. The documentation delivered with the goods is also subject to the copyright and is thus part of the IP.

## **§ 13 Rights of third parties**

1. The Supplier warrants that the goods do not conflict with any rights of third parties.

2. In case of claims of third parties against the Customer due to the infringement of an intellectual or industrial property right or copyright (hereinafter: "Property Rights"), which has been infringed by the delivered goods used in accordance with the terms of the contract, the Supplier shall be liable to the Customer as outlined below.

a) The Supplier shall, at his own choice and at his own expense, either obtain the right of use concerning the goods, modify the goods in such way that the Property Rights shall not be infringed or exchange the goods. If this is not reasonably possible for the Supplier, he shall take back the goods and reimburse the Customer of the relevant products' purchase price.

b) The aforementioned obligations of the Supplier shall only apply if the Customer has notified the Supplier forthwith of claims raised by third parties, does or did not acknowledge the infringement of the Property Right towards the third party and reserves all defensive measures and negotiations for conciliation. This notification to the Supplier shall be in writing. If the Customer ceases to use the goods in order to reduce the damage or due to other important reasons, he has to indicate to the third party that such interruption of use shall not entail or imply any kind of acceptance of an infringement of Property Rights. As far as the Customer is liable for the infringement of Property Rights, claims of the Customer shall be excluded.

3. If the infringement of the Property Rights is caused through specifications by the Customer, claims of the Customer shall be excluded. The exclusion of claims also refers to infringements by the Customer's use unforeseeable to the Supplier. Additionally, the Customer may not raise claims if he converts the consistency of the

goods or uses the delivered goods together with other goods.

4. Further claims against the Supplier shall be excluded.

5. The contractual parties shall immediately notify each other of risks of breach of contract known to the parties as well as of alleged cases of breach of contract. They shall give each other the opportunity to prevent compliant claims by mutual agreement.

#### **§ 14 Processing of personal data**

1. As far as the Supplier's processing of the Customer's personal data and that of the natural persons who act on behalf of the Customer is concerned, reference is made to the relevant notice pursuant to articles 13 and 14 of EU Reg. 679/2016 available on the Supplier's website.

#### **§ 15 Compliance with the law**

1. The Customer undertakes, both on his own account and on account of his employees, representatives, agents and consultants, to refrain from any conduct which may constitute a criminal offence under applicable law. Any perpetration or attempted perpetration, by the Customer, of any criminal offence as per applicable laws shall constitute a material breach of the contract and entitle the Supplier to terminate the contract with immediate effect, without prejudice to the Supplier's right to claim any and all damages connected thereto.

2. The Customer represents that he is aware that the Supplier has adopted an Organisation, Management and Control Model pursuant to Legislative Decree 231/2001, including a Code of Ethics and Sanctions System and to strictly abide by its terms.

#### **§ 16 Confidentiality**

1. "Confidential Information" refers to business, marketing, technical, scientific, financial and other information, specifications, designs, plans, drawings, software, prototypes or process techniques that are marked confidential (or similarly identified) when disclosed by a company part of KB Group, are communicated under confidential circumstances or would be considered confidential under reasonable business judgment. This applies regardless of whether the information was disclosed in physical, verbal or electronic form.

2. The Customer is obliged to keep all Confidential Information strictly confidential, not to disclose such Confidential Information, nor to use such Confidential Information for any purpose other than its business relationship with the Supplier. This applies to all third parties, including unauthorised employees or freelancers, if the disclosure is not necessary for the fulfilment of the obligations under the contract. Confidential Information shall not be disclosed to any persons or companies based in Russia or Belarus. The use of Confidential Information in Russia or Belarus is not permitted under any circumstances. This also applies to employees and affiliated companies of the Customer.

3. Confidential Information does not include information (i) that was generally known or in the public domain or became so without Customer's input, (ii) that was already in the possession of the Customer prior to the receipt from KB Group, (iii) that was lawfully obtained from a third party, or (iv) that was independently developed by the Customer without access to the Confidential Information.

#### **§ 17 Export Control**

1. The Customer shall comply with all export control, customs, sanctions and embargo regulations applicable to the Supplier and the delivery items.

2. If the Customer does not have its registered seat in a member state of the European Union, USA, Canada, Australia, Great Britain, Iceland, Japan, South Korea, Liechtenstein, New Zealand, Switzerland or Norway, additionally it must not sell, export or re-export, provide or in any other way make directly or indirectly available any delivery item to any person in or for use in Russia or Belarus.

3. The Supplier is entitled to withdraw from the respective contract in case of violation of the aforementioned obligation.

#### **§ 18 Miscellaneous**

1. When asserting their respective rights, the Supplier and the Customer shall, during the mutual search for solutions, respect the situation of the other party. Thereby they will take into account the particular situation of each contractual party.

2. If one of the provisions of these Terms should be deemed or become ineffective, this shall not affect the validity of the remainder of the Terms. The contracting parties are obliged to replace the ineffective provision by a term approximating most closely the sense and economic purpose intended by the ineffective provision.

3. THE VENUE FOR ALL CONTROVERSIES ARISING FROM OR IN CONNECTION WITH THE PRESENT CONTRACT SHALL BE THE COURT OF MILAN, ITALY OR, AT THE SOLE DISCRETION OF THE SUPPLIER, THE COURT WHERE THE CUSTOMER'S REGISTERED OFFICE IS LOCATED.

4. These Terms shall exclusively be subject to Italian law. The rules of conflict of law and the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not be applicable.

5. Any exclusion or limitation of the Supplier's liability set forth in these Terms shall be construed as not implying any exclusion and/or limitation of liability in respect of wilful misconducts or gross negligence carried out by the Supplier.