

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 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.