MICROELETTRICA

This is an English translation for information purpose only. For all legal purpose reference should be made to the Italian Original

General Terms and Conditions of Supply (GTC) - Rev. 6 (dated 25/02/2026)

These conditions apply in all contractual relationships between Companies, legal persons under public law and public corporate funds (hereinafter referred to as 'Supplier') and Microelettrica Scientifica S.p.A (hereinafter referred to as 'Purchaser').

1. Applicable Terms

1.1 The legal relationship between the Supplier and the Purchaser shall be governed exclusively by the following Terms and Conditions of Purchasing and Ordering (hereinafter "GTC").
1.2 The GTC shall be considered an essential part of each Purchase Order (Order(s)). Any special conditions, also deviating from the GTC, shall be expressly stated in the context of the Order or agreed upon in a separate letter; otherwise, they shall be deemed not applicable.
1.3 The unconditional acceptance of goods or services (hereinafter referred to consistently as "goods/services") or undisputed payment by the Purchaser shall not constitute acceptance of the Terms and Conditions of the Supplier
1.4 These GTC also apply to future business transactions of the same scope of supply with the Supplier.

2. Order

2.1 Supply agreements (Contract(s)) and Orders are only valid if they are in writing. Orders may also be transmitted electronically (by fax, e-mail, EDI, Web EDI).
2.2 Any verbal agreements after conclusion of the Contract or any collateral agreements require the written confirmation of the purchaser.
2.3 Cost estimates issued by the Supplier are binding and are executed at the Supplier's own expense.
2.4 The purchaser may demand reasonable changes of the goods/services in terms of construction and design. The consequences of such changes, in particular regarding additional or lower costs and delivery dates, shall be mutually and reasonably regulated between the parties.
2.5 Should the Supplier fail to accept an individual Order within two weeks of the Order date, the Purchaser shall be entitled to cancel the Order.
2.6 If these GTC are included in a framework contract, they shall be deemed applicable to any Order that refers to the framework contract; compliance with the delivery date mentioned in the Order constitutes a substantial element of the supply relationship.
2.7 Even if the Purchaser does not receive the duplicate of the Order signed by the Supplier, the execution of the supply by the latter shall in any case be understood as tacit acceptance of these conditions and of any further specific conditions expressed in the Order.
2.8 The following specifications detailing Supplier quality requirements constitute an integral part of the Contract:
- SA101: Quality Requirements for Suppliers
- QMDP: Quality Management Directive for Purchasing

These documents can be found in their latest version at the website: https://www.microelettrica.com/it/il-brand/brand/purchasing/

3. Prices, Payment

3.1 In the absence of specific agreements, prices are for delivery duty paid "at destination" (DDP according to Incoterms 2020) including packaging. If the Supplier has carried out the installation or assembly, unless otherwise agreed in writing, all necessary incidental expenses shall be borne by the Supplier.
3.2 Unless otherwise agreed, the Purchaser shall make payment within 120 days from the due date of the request for payment and receipt of a regular invoice, as well as after receipt of the goods/services. Each payment is subject to revision of the related invoice.
3.3 Should an early delivery of the goods/services (hereinafter referred to as "Consignment") be accepted by the Purchaser, any claim for payment shall be due to the Supplier not earlier than the agreed date of payment, in case of doubt this period shall commence not earlier than the agreed date of delivery. The Purchaser reserves the right to assert claims for additional costs, in particular with regard to storage costs.

4. Delivery and Delivery Dates, Late Deliveries, Liquidated Damages

4.1 Any agreed delivery dates and terms stated in the Order shall be binding. The date of arrival of the goods at the delivery address specified by the Purchaser (place of performance) shall apply for compliance with the agreed delivery date. Unless otherwise agreed, delivery shall be deemed to be duty paid 'at destination' (DDP according to Incoterms 2020).
4.2 Unless expressly authorised in writing by the Purchaser, partial deliveries or advance deliveries are not permitted.
4.3 Acceptance of late deliveries without reservation shall not be deemed to be a waiver of any claims to which the Purchaser is entitled due to late delivery.
4.4 In the event of non-compliance with the agreed deadlines, the applicable statutory provisions shall apply. If the Supplier foresees any difficulties that may prevent him from meeting the deadline or the quality of the supply, he shall immediately inform the Purchaser thereof and give him the reasons.
In the event of a delay in delivery, or failure to replace defective products, the Purchaser has the right at its option to demand any of the following:
a) the execution of the Order, in whole or in part, and apply a conventional lump-sum reimbursement for liquidated damages equal - unless otherwise agreed - to 0.50% of the price of the quantities not delivered within the agreed term, for each day of delay, up to a maximum of 5% of the total value of the Order. A lump-sum reimbursement for damages may be claimed up to a maximum of 100% of the total value of the Order.
b) procure elsewhere and at any time, in whole or in part, the ordered parts, at the Supplier's expense and risk, with the exclusive obligation to notify the Supplier thereof.
c) terminate, with immediate effect, the Order with full rights pursuant to and for the purposes of Article 1456 of the Civil Code, by simple communication to the Supplier
4.5 The Supplier shall bear the performance risk until acceptance of the Purchaser or his agent at the location, to which the goods/services shall be delivered in accordance with the Contract.
4.6 The supplier shall warrant a thorough inspection of outgoing goods to ensure defect-free delivery. An inspection of incoming goods only takes place with respect to outwardly visible defects and/or deviations in kind or quantity of the goods. The Purchaser will give notice of such defects immediately. Notice of any other defects will be given as soon as those are determined in the ordinary course of business. Insofar the supplier waives objection of late notification. In the event of a justified defect complaint, the Purchaser will charge the Supplier a one-time fee for the additional expense to process the error. The amount of the fee depends on when the error is discovered:
- If the defectiveness of the good/service is discovered during inspection of incoming goods, the fee will be €100.
- If the defectiveness of the good/service is discovered afterwards, the fee will be €250.

The aforementioned fees shall be levied irrespective of any other claims on the part of the Purchaser; in particular, the Purchaser reserves the right to file any claims for damages or subsequent performance.
4.7 The Purchaser shall have the unrestricted, irrevocable and within the Knorr-Bremse Group freely transferable right to use any software included in the scope of supply, including any attendant documentation, in accordance with the intended use of the goods/services under the Contract. He may also make a safety copy thereof without any express agreement.
4.8 If required and on demand of the Purchaser, the parties will agree to the establishment of a consignment warehouse.

5. Secrecy

5.1 Any information made accessible by the Purchaser shall not be disclosed to third parties insofar as it is not demonstrably known to the public. The information remains the exclusive property of the Purchaser and shall only be made available to those employees within the Supplier's Company that are necessary in the performance of the Contract and who have been put under an obligation to secrecy themselves. Apart from deliveries to the Purchaser, such information may not be duplicated or used for commercial purposes without the prior written approval of the Purchaser. On request of the Purchaser, all information originating with the Purchaser, no matter what kind or in what form, shall be immediately and completely returned to him or destroyed in connection with a written declaration to that effect.
5.2 The Purchaser reserves all rights in such information (including copyright and the right to intellectual property applications). Insofar as the Purchaser has acquired such information from third parties, this reservation also applies for the benefit of such third parties.
5.3 The Supplier may neither use himself nor offer or deliver any products to third parties that have been manufactured based on the Purchaser's documents, drawings, models and the like or on the basis of confidential specifications of the Purchaser or by means of his tools or copies thereof. This shall correspondingly also apply for printing Orders.
5.4 The contracting parties may only use their business connection for advertising purposes with the prior written consent of the other party.

6. Inventions, Industrial Property Rights

6.1 The Supplier hereby grants the Purchaser a free, transferable right of use without restriction as to territory or time in any know-how and inventions of the Supplier that are capable of being protected and on which the goods/services are based or in which these are embodied, or which have come into being through development processes during the contractual relationship. The Supplier shall organizationally ensure that he can meet his obligation to grant the right of use.
6.2 The Supplier is aware that the products of the purchaser are being used world-wide. He undertakes to immediately notify the Purchaser of any use of published and unpublished, own and licensed industrial property rights and patent applications regarding the goods/services.

7. Packaging, Delivery Note, Invoice, Country of Origin of Goods

7.1 The goods shall be packaged according to the provisions of the packaging handbook of the Purchaser.
7.2 The Purchaser shall be provided with a delivery note and a separate invoice regarding each consignment. These must contain the Supplier number, date and number of the Order and/or release Order and purchase agreement, quantity and material number, the tariff classification code (HS-Code), number and date of the delivery note, gross and net weights listed separately, additional data of the Purchaser (e.g., point of discharge) as well as the agreed price per unit. A packing slip with a list of contents and Order number must be enclosed with each consignment.
7.3 Should the invoice refer to several different Orders, the information under 7.2 shall be listed separately for each Order. The invoice may only refer to the delivery note.
7.4 The Supplier shall comply with national, European as well as international customs law regarding goods and services. A supplier whose place of business is inside the EU, shall provide the Purchaser with a long-term supplier's declaration for goods with preferential origin status in accordance to Regulation (EC) No. 1207/2001. The long-term supplier's declarations must show the country of origin (i.e. the EU member state) contain or enable recoding to the material number of the Purchaser. The Supplier is obliged to issue information certificates INF 4 to verify the accuracy or authenticity of a supplier's declaration if asked by the Purchaser according to Art. 6 Regulation (EC) No. 1207/2001 as amended from time to time. The Supplier agrees to notify in writing the Purchaser immediately if the long-term supplier declarations are no longer valid A supplier whose place of business is outside the EU shall provide the Purchaser with an evidence of origin of goods by means of an official certificate of origin (issued by a competent authority) as part of each Order and further preferential documents (e.g. Form A, EUR.1, EUR-MED, A.TR), if legally required.
7.5 The Supplier acknowledges that the goods/services or part of them may be subject to export controls and regulations and warrants to comply with all such applicable export laws and regulations (including U.S. regulations). The Supplier shall identify any part of the goods/services that is subject to export laws and regulations at the time of acceptance of the Order and provide all relevant export control information, including the export control classification of all goods/services. This shall include the obligation to indicate on all delivery notes the correct export control classification number (including any U.S., EAR or ITAR classification), the number or reference of any applicable export license and distribution restrictions in this regard. In the event of a change of the respective export control regulations or the export control classification, the Supplier shall inform the Purchaser in writing accordingly. Supplier shall be responsible for obtaining in time, at no cost to the Purchaser, all necessary governmental export licenses, authorizations, approvals and clearances, required to ensure that (i) all goods/services to be delivered will be utilized by the Purchaser in accordance with the Order and (ii) shipment of deliverables to the Purchaser will be performed in due time. In case of an existing export license, the Supplier shall provide a copy of that document to the Purchaser showing all relevant information, including any provisos, in particular but not limited with regard to re-export.
7.6 The Supplier undertakes to fulfil the safety and reliability requirements issued by the customs authorities for the certification as an "Authorized Economic Operator" (AEO) (or equivalent). In case the Supplier is not certified as AEO and is not yet applying for it, he shall provide a separate safety declaration. The Supplier shall inform the Purchaser if safety or reliability requirements are not met or if their strict observance can no longer be ensured.
7.7 Notwithstanding any other provisions, the Supplier shall be liable to the Purchaser for, and indemnify him against, all damages, losses and liabilities incurred by the Purchaser due to a breach of the aforementioned obligations by the Supplier.

8. Force Majeure

8.1 Any force majeure strikes or lockouts, disruption of operations through no fault of his own, riot; official governmental actions and other unavoidable events entitle the Purchaser - irrespective of his other rights - to withdraw from the Contract in full or part, provided these events result in a significant reduction of his needs and last for a significant period of time.

9. Liability on Defects, Warranty

9.1 Unless agreed otherwise below, the statutory provisions regarding defects of quality and title shall apply.
9.2 The Purchaser may choose the manner of subsequent performance.
9.3 Should the Supplier fail to start immediately with the repair of the defect within a period to be determined by the Purchaser, the Purchaser shall be entitled at the Supplier's expense to carry out the repair himself or have it carried out by a third party. Should the Purchaser, due to special urgency and in particular in defense against impending risks and/or substantial damage, be unable to notify the Supplier of the defect and the impending damage and to set a time limit, he shall be entitled to remedy measures without setting a time limit.

9.4 The warranty shall expire 24 months after ultimately being put into service by the final customer, at the latest, however, 36 months after delivery to the Purchaser.
9.5 For parts repaired or replaced within the warranty period, the warranty period shall start anew upon completed subsequent performance.
9.6 The Supplier guarantees that a specific good/service will not have a serial defect for a period of 48 months after delivery. A serial defect shall exist if the Purchaser and the Supplier jointly determine based on the type of damage and the cause of damage that a damage may occur in all delivered goods/services of the same product or a certain quantity of the delivered series of goods/services (batch). Nonetheless, a serial damage shall exist if the same damage is determined during the warranty period in at least 2% of all delivered goods/services of the same product or a certain quantity of the series.
9.7 The Supplier shall bear the costs incurred by the Purchaser due to defective delivery of the goods/services, in particular costs for handling, transport traveling, labour, material, installation and modification, recall costs together with preventative exchange costs, costs for an incoming goods inspection that exceeds the ordinary scope as well as costs the Purchaser has to bear for his customers due to statutory obligations.
9.8 In case of culpable defect of title, in particular in case of infringement of third-party industrial property rights, the Supplier shall indemnify the Purchaser and his customers from all claims by third parties and shall compensate all costs the Purchaser incurs due to a necessary and appropriate legal defence in connection with the infringement of third-party rights. In respect of defects of title a period of limitation of 7 years applies.
9.9 The Supplier warrants the delivered products to be free from defects, faults and non-conformities with respect to the stipulations and legal requirements that may have been pointed out by the Purchaser, ascertained at any time before or after the products are placed on the market. It is understood that if, in the event of discrepancies as to the quality or condition of the products/services, the Purchaser does not ask the Judicial Authorities for verification or ascertainment, as provided for in Article 1513 of the Civil Code, it shall remain free from the consequences provided for in the last paragraph of the aforementioned Article. In view of the Purchaser's internal control systems for reporting defects or faults in the delivered goods to the Supplier, even if they have already been marketed, the Purchaser shall not be obliged to comply with the terms of Article 1495 of the Civil Code. Claims for such defects and/or faults - even if apparent - may be made at any time after receipt of the goods, even if they have already been processed or assembled into the Purchaser's products and/or already shipped to the final customer, as well as if the relevant invoices have already been paid.
9.10 In the event that the Purchaser is compelled to withdraw products from the market, or in the event of a reduction in the compensation for such products due to defects attributable to the Supplier, or in in case of other similar claims against the Purchaser, the Purchaser reserves the right of recourse against the Supplier.

10. Other Liabilities

10.1 Should the Purchaser be subjected to product liability claims, the Supplier shall indemnify him insofar and to the extent that the damage was caused by a defect of his goods/services. However, in case of tortious liability this shall only apply if the Supplier is at fault. The Supplier shall bear the burden of proof, provided the cause of the damage lies within the scope of his responsibility. In these cases, the Supplier shall bear all costs and expenses, including the costs for bringing an action.
10.2 The Supplier undertakes to take out and prove that he is covered by public liability insurance for damages under extended product liability as well as for the costs of any recall action, such insurance to be taken out with a certified insurer within the EU. The sum insured shall be no less than eur 5 million each for personal injury, property damage and extended product liability and recall costs.
10.3 The Supplier shall be liable for measures taken by the Purchaser in defence against damages (e.g. recall action) insofar as he is obligated to do so under the law and/or Contract.

11. Third Party Industrial Property Rights

11.1 The Supplier warrants that no third-party industrial property rights are in conflict to the contractual use of the goods/services.
11.2 Insofar as the Supplier is at fault for the infringement of industrial property rights, he shall indemnify the Purchaser from all third-party claims made against him in and out of court, including any costs incurred by the Purchaser for a necessary and appropriate legal defence resulting from an infringement of industrial property rights.
11.3 Furthermore, the contracting parties shall notify each other immediately of any infringement risks and alleged cases of infringement and shall afford each other the opportunity to jointly counteract any corresponding claims.

12. Assignment and Set-Off

12.1 The Supplier may not assign his claims against the Purchaser nor have these collected by third parties without prior written approval, which may not be refused unreasonably.
12.2 The Purchaser may withhold or set off payments based on his counterclaims.

13. Retention of Title

13.1 Any extended or wider retention of title on the part of the Supplier shall require an express separate agreement to be effective.
13.2 Any materials provided by the Purchaser shall remain his property and may only be used for the intended purpose. Any processing of materials and assembly of parts is carried out on behalf of the Purchaser. The Purchaser shall have co-title in the products manufactured using his materials and parts in proportion of the value of the materials provided by him to the value of the overall products, which the Supplier shall keep for him.

14. Quality and Documentation

14.1 The Supplier shall meet state-of-the-art of science and technology standards, safety provisions and agreed technical specifications for his consignments. For this purpose, he shall establish an appropriate quality management and provide evidence thereof.
14.2 The Supplier shall record in his quality documentation for all products, when, how and by whom a quality inspection ensuring defect-free production was carried out. These records shall be kept for 15 years as of the last time the Purchaser placed the final product on the market and shall be provided to the Purchaser if required. The Supplier shall be entitled to shorten the retention period if he can exclude any risk to life and health in the use of the products. Sub-supplier shall be obliged by the Supplier to the same extent within the limits of law.
14.3 Furthermore reference is made to clause 2.8 with regard to quality and documentation.

15. Safety and Environmental Protection

15.1 All packages shall be easily separable and recyclable, avoid compound unit packs and be made of naturally renewable materials. The corresponding information regarding product and material shall be made available.
15.2 Any persons carrying out work in performance of the Contract on the premises of the Purchaser shall observe the applicable safety and environmental protection regulations. Any liability for accidents that happen to these persons on the Purchaser's premises shall be excluded unless these have been caused by intentional wrongdoing or gross negligence on the part of the legal representatives or vicarious agents of the Purchaser.
15.3 For all other obligations relating to safety and environmental protection, please refer to Section 2.8 above.
15.4 Each product/service will also be evaluated on the basis of energy performance.

16. Public Contracts

16.1 Any supplier/subcontractor/sub-supplier whose supplies/services are related to a public contract is obliged to comply with all obligations under Art. 3 of Law No. 136/2010 in order to ensure the traceability of financial movements relating to the Order/Contract. In cases where this rule applies to supplies/services in progress or to be entrusted in the near future, the aforementioned suppliers/subcontractors/sub-suppliers will be notified by the Purchaser of a unique CIG/CUP identification code to be used in the documentation of financial flows. Each supplier/subcontractor/sub-supplier shall:
1) Assume all obligations of traceability of financial flows under Art. 3 of Law 136/2010 and subsequent amendments.
2) Undertake to immediately notify the Purchaser and the prefecture-territorial office of the Government of the competent province, of any breach of financial traceability obligations committed by the parties required to comply with the regulations.
16.2 It is also understood that failure to use the bank or postal transfer or other appropriate instruments to allow full traceability of financial transactions, pursuant to art. 3 paragraph 9-bis of Law No. 136/2010, is cause for termination of the Order.
16.3 The supplier/subcontractor/sub-supplier within the framework of the Contract/Order identified with the CIG/ CUP must notify the Purchaser of the following data in relation to the dedicated current account:
a) The Company's specific references, i.e. full Company name, registered office and production unit operating the contract, tax code;
b) All data relating to the current account, with particular reference to the IBAN and possible matching data.
c) The names and specific references of the persons (natural persons) who, for the Company, will be delegated to operate on the dedicated current account, i.e. personal data and tax code;
d) The possible indication of the relationship between the dedicated current account and the contract (if the account is only activated for that contract) or the fact that the dedicated current account is already and has already been used for public contracts.
Any changes to the aforementioned data must be timely communicated to the Purchaser.

17. Spare Parts and Supply Availability

17.1 Unless otherwise agreed, the Supplier is obliged to guarantee, on reasonable conditions, the supply of spare parts for the entire period of normal technical use, and at least for 15 years after the last supply.
17.2 In the event that market conditions make it impossible to produce the goods/services due to obsolescence or unavailability of the necessary materials and components, the Supplier is obliged to:
1. Give prompt and full notice to the Purchaser.
2. Offer the possibility of issuing a "Last Time Buy" Order to cover any needs following the emergence of obsolescence, under the same terms and conditions as for ordinary supply.
3. Propose an alternative supply that is FFF (Fit Form and Function) and therefore perfectly interchangeable with the obsolete one.
Failure to comply with the above will entitle the Purchaser to withdraw from the Contract by simple written notice.

18. Insolvency

18.1 In the event of circumstances such that it is foreseeable that the Supplier will not be able to ensure the current fulfilment of the commitments undertaken, and above all in the event of bankruptcy, composition or any insolvency proceedings against the Supplier's enterprise or in the event of liquidation or transfer of such enterprise, the Purchaser shall have the right to withdraw from the Contract by simple written notice.

19. Withdrawal

19.1 The Purchaser reserves the right to withdraw from the Contract, undertaking to indemnify the Supplier for the costs incurred and the work performed. Notwithstanding Art. 1671 of the Civil Code, loss of profit remains excluded from compensation and/or indemnity.

20. Proprietary Structure

20.1 The Supplier undertakes to make known its ownership structure, the composition of its management and its subsidiaries and affiliated Companies by completing and returning to the Purchaser a form that the latter will send to the Supplier.

21. Compliance with Legislative Decree No. 231/2001 and Commitment to Comply with the Organisation, Management and Control Model and Code of Ethics adopted by the Purchaser

21.1 The Purchaser has adopted its own Organisation, Management and Control Model (hereinafter also referred to as the '231 Model') pursuant to Legislative Decree No. 231/2001 and appointed its own 231 Supervisory Board. In the performance of its activities, the Purchaser undertakes not to engage in, including through its employees, collaborators, consultants, as well as its shareholders and directors: acts or conduct in conflict with the provisions of its Model 231 and its Code of Ethics as well as with the provisions of Legislative Decree 231/2001.
In this regard, the Supplier declares: that it is aware of the regulations set forth in Legislative Decree 231/2001 concerning the administrative liability of entities; to have taken note, to the extent of its competence within the scope of its activities, of the principles and contents of Model 231 and of the Code of Ethics adopted by the Purchaser.
21.2 The Supplier, within the scope of its contractual relationship with the Purchaser, undertakes not to set up the following, including through its employees, collaborators, consultants as well as its shareholders and directors:
- acts or conduct in conflict with the provisions of Legislative Decree 231/2001, or which could lead to or facilitate the commission of offences covered by the Legislative Decree 231/2001 regardless of their actual commission or punishability.
- acts or behaviour in conflict with the provisions of Model 231 and the Code of Ethics adopted by the Purchaser.
21.3 The Supplier undertakes to comply with requests for information or documents by the Purchaser and its 231 Supervisory Board.
21.4 In the event of non-fulfilment, even partial, of the above obligations, the Purchaser will have the right to withdraw from this Contract(s) and, in the most serious cases, to terminate it, by right and with immediate effect ex art. 1456 of the Italian Civil Code, it being understood that, also independently from the termination of the contractual relationship, the Supplier shall bear any damage and prejudice deriving from the non-fulfilment, including the obligation to indemnify and hold harmless the Purchaser from any third party action deriving or consequent from such non-fulfilment.

22. Prohibition of Subcontracting

22.1 The Supplier undertakes not to subcontract, in whole or in part, the execution of the contractual performance without the prior written authorization of the Purchaser. The prohibition shall also apply to any subcontractors that may be authorized; such subcontractors shall not, in turn, subcontract the assigned services without the prior written consent of the Purchaser. In the event of a breach of this prohibition, the Purchaser shall have the right to terminate with immediate effect for breach, pursuant to Article 1456 of the Italian Civil Code, the Contract and the Orders, without prejudice

23. Compliance with Statutory Provisions

23.1 In performing the contractual obligations, the Supplier undertakes to apply to its workers all applicable statutory provisions as well as all rules set forth in the relevant national collective labour agreement (CCNL).
23.2 The Supplier undertakes to provide the Purchaser, upon simple request, with all documentation evidencing compliance with and timely fulfilment of regulations relating to the employment relationship of its employees and/or collaborators (including, by way of example: DURC - INPS registration - UNILAV extracts).
23.3 The Supplier represents that it has never been subject to sanctions or penalties for breaches of obligations relating to the payment of wages and social security contributions. The Supplier shall promptly inform the Purchaser in writing of any such breach committed by itself, or by any third parties involved in the execution of contractual obligations, as soon as it becomes aware thereof.
23.4 The Supplier shall ensure that any third party involved in the performance of the contractual obligations equally provides all representations and undertakes all commitments as set out in this article. The respective contractual arrangements shall include appropriate provisions to ensure the transfer and fulfilment of the obligations set forth herein. Upon request by the Purchaser, the Supplier shall provide documentation evidencing compliance by the third parties.
23.5 Failure to comply with the provisions set out in the preceding paragraphs, as well as any breach by the Supplier of regulations concerning health, safety and environment shall entitle the Purchaser to terminate, pursuant to Article 1456 of the Italian Civil Code, the Contract and the Orders, without prejudice to the Purchaser's right to claim compensation for any damages suffered. The Supplier shall indemnify the Purchaser upon first request against any compensation claims.

24. Privacy

24.1 The Supplier shall employ only personnel who are competent in data protection matters, bound by obligations of confidentiality and informed that a breach of this obligation may constitute a punishable breach.
24.2 Personal data transferred by the Purchaser or processed in the course of the execution of the Contract shall be collected, processed and used by the Supplier solely for the agreed purposes.
24.3 Personal data of the Supplier's personnel processed by the Purchaser in the course of the execution of the Contract shall be collected, processed and used by the Purchaser in compliance with the data protection provisions. The Supplier is obliged to give appropriate information to its employees.
24.4 The Purchaser has made the information concerning the processed data available on its website: https://www.microelettrica.com/it/footer/data-protection/content-page-59.json
The duration of the processing will be strictly related to the contractual scope of supply; the data will be processed according to the purposes of the Contract, functionally to the fulfilment of the contractual scope of supply and legal obligations. The Purchaser confirms the adoption of and compliance with current privacy regulations with particular reference to the requirements of the General Data Protection Regulation (GDPR).

25. Final Provisions

25.1 The place of jurisdiction for all disputes directly or indirectly arising out of contractual relationships based on these GTC shall be the Court of Milan.
25.2 Contractual relations are governed exclusively by Italian law with the exclusion of international private law and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
25.3 Should one of the parties to the Contract suspend payment, and should it be subject to insolvency proceedings, such as bankruptcy, composition or other insolvency proceedings, the other party shall be entitled to withdraw from that part of the Contract that has not yet been performed.
25.4 Should any of the provisions of these GTC and the other agreements between the parties be or become invalid, this shall not otherwise affect the validity of the remaining GTC. In such a case, the contractual parties are obliged to replace the invalid or void provision with another that most closely reflects the economic purpose of the ineffective provision.

Place: _____
Date: _____

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The Supplier

Pursuant to Articles 1341 and 1342 of the Civil Code, the Supplier declares that he has carefully read, understood and specifically approved the clauses: 4 (Delivery and delivery dates, delivery delays, lump-sum reimbursement for damages); 9 (Liability on defects,Warranty); 10 (Other Liability); 16 (Public contracts); 21 (Compliance with Legislative Decree no. 231/2001 and commitment to comply with the Organisation, Management and Control Model and Code of Ethics adopted by the Purchaser;22(Prohibition of Subcotracting);23(Compliance with Statutory Provisions); 25 (Final provisions).

Place: _____
Date: _____

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The Supplier