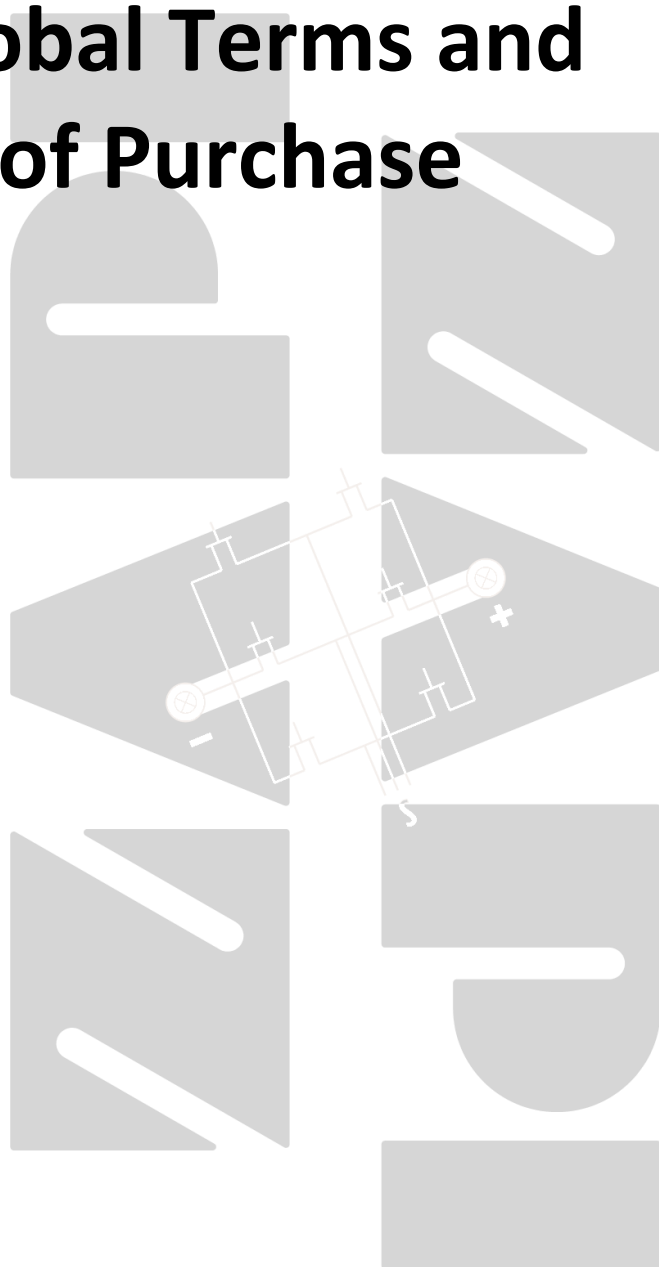




# Zapi Group Global Terms and Conditions of Purchase



## Table of Contents

1.	Formation of the Agreement - Complete Agreement .....	3
2.	Changes .....	3
3.	Price .....	4
4.	Time of Delivery.....	4
5.	Shipment, Packaging .....	5
6.	Warranties.....	5
7.	Quality .....	6
8.	Traceability, Inspection, testing and rejection of Goods.....	6
9.	Nonconformity.....	7
10.	Termination and suspension .....	8
11.	Payment.....	8
12.	Intellectual Property Indemnity .....	9
13.	Indemnification .....	9
14.	Inspection of Records.....	9
15.	Insurance .....	10
16.	Buyer's Property and other Special Tooling .....	10
17.	Confidentiality- Information and Materials.....	11
18.	Compliance with Laws and Regulations .....	11
19.	Counterfeit Parts.....	12
20.	Export Laws .....	12
21.	Manufacturer's declaration and certificate of origin .....	12
22.	Business Continuity.....	12
23.	Assignment.....	12
24.	Waiver .....	13
25.	Subcontracting.....	13
26.	Government Subcontract .....	13
27.	Independent Contractor .....	13
28.	Set-Off.....	13
29.	Use of Buyer's Name .....	13
30.	Captions.....	13
31.	Force Majeure.....	13
32.	Process Control.....	14
33.	Severability.....	14
34.	Remedies .....	14
35.	Applicable Law .....	14
36.	Survival .....	14
37.	Phase-out .....	15

## 1. Formation of the Agreement - Complete Agreement

- 1.1 These global Terms and Conditions of Purchase (the “**Terms**”), together with the relevant purchase order including its schedules, exhibits and attachments (the “**Purchase Order**”) when issued by Zapi S.p.A and/or its affiliates (the “**Buyer**”), set forth the complete terms under which Buyer makes an offer (“the “**Offer**”) to purchase goods (the “**Goods**”) from Supplier (the “**Supplier**”).
- 1.2 When Supplier accepts Buyer’s Offer, whether by acknowledgement, commencement of activities or delivery of any Goods under the applicable Purchase Order, a binding contract consisting of the Terms and the Purchase Order shall be formed as to the Goods specified on the Purchase Order (an “**Agreement**”). To this end, Supplier shall inform Buyer within five (5) days from the receipt of Buyer’s Offer of its refusal of such Offer, and in the absence of such notice of refusal the Offer shall be deemed as having been acknowledged by Supplier and therefore an Agreement shall be formed.
- 1.3 Each Agreement is limited to these Terms and the relevant Purchase Order, and may be varied only in a writing signed by Buyer. Any other statement or writing of Supplier, including any proposed amendment, alteration or addition shall not alter, add to, or otherwise modify the Agreement unless expressly agreed upon in writing by Buyer.
- 1.4 Buyer shall not be bound by and hereby expressly rejects Supplier’s general conditions of sale (if any) and any additional or different terms or provisions that may appear on any proposal, quotation, price list, acknowledgment, invoice, packing slip or the like used by Supplier. Supplier agrees that all such additional or different terms or provisions are void. Supplier further agrees that changes to the Agreement that might be implied by course of performance (including acceptance or payment), course of dealing, and usage of trade shall not be applied to modify the Agreement.

All costs incurred by Supplier in preparing and submitting any acceptance of Buyer’s Offer shall be for the account of Supplier.

## 2. Changes

- 2.1 Buyer shall have the right to make, from time to time, changes as to packing, testing, destination, specifications, designs, quantity and delivery schedule of Goods covered by a Purchase Order.
- 2.2 Supplier shall promptly notify Buyer when any such changes affect price, delivery date or other terms, and shall request Buyer’s written authorization to modify the Purchase Order accordingly.
- 2.3 In relation to any change request:
  - (a) Supplier shall not be entitled to increase the price, if such change request can be reasonably managed using the resources applied at that time for the affected Goods;
  - (b) any increase of the price shall be commensurate with the direct costs which Supplier incurs due to the change request;
  - (c) Buyer shall be entitled to a reduction of the price whenever the change request will reduce the direct costs incurred by Supplier for the Goods.

### 3. Price

- 3.1 The price of Goods covered by each Agreement shall be as set forth on the face of the Purchase Order and shall not be subject to increase except as set forth in Article 2, above.
- 3.2 Notwithstanding the above, the Supplier agrees that the price of such Goods shall not be less favorable than that extended to any other customer of Supplier for same or like Goods in equal quantities, and that if the price of such same or like Goods is reduced to such other customer prior to the delivery of Goods to Buyer, the price shall be reduced correspondingly.
- 3.3 Unless agreed otherwise in writing, all prices are “delivered duty paid” (DDP, according to Incoterms 2010), including packaging and insurance to the destination indicated in the Purchase Order. Should the Supplier be required to undertake installation or assembly activities, absent a written agreement to the contrary, it shall bear all additional costs related to such activities.
- 3.4 Unless, otherwise specifically indicated, any license fees shall be included in the price.

### 4. Time of Delivery

- 4.1 Time of delivery, as set forth in the Purchase Order, is of the essence.
- 4.2 In the event Supplier anticipates any difficulty in complying with any delivery date, Supplier shall promptly notify the Buyer in writing setting out:
  - (a) the reason(s) of the foreseen delivery delay;
  - (b) the actions that will be carried out by Supplier to mitigate the delivery delay;
  - (c) the new time of delivery.Should such notification be made, Buyer may at its sole discretion, either:
  - (a) approve a revised delivery schedule;
  - (b) terminate the applicable Agreement for breach by Supplier by sending notice to Supplier within five (5) days from the receipt of such notice from Supplier without incurring any liability to Supplier for such termination.
- 4.3 If Supplier for any reason does not complete delivery of all Goods covered by the Agreement within the time set forth in the Purchase Order or in the revised delivery schedule approved pursuant to article 4.2, Buyer may, at its option:
  - (a) approve a revised delivery schedule;
  - (b) reduce the total quantity of Goods covered by the Agreement by the amount of omitted shipments, and reduce the price *pro rata*;
  - (c) terminate the applicable Agreement for breach of the Supplier by notice to Supplier, and as to the Goods not delivered purchase substitute items elsewhere and charge Supplier with any loss sustained;

without Buyer incurring any liability for any such revision, reduction or termination.

- 4.4 Deliveries of Goods covered by any Agreement in advance of the time set forth in the Purchase Order or in any approved revised delivery schedule are prohibited without Buyer's prior written consent.

## 5. Shipment, Packaging

- 5.1 Unless agreed otherwise in writing, the Goods shall be delivered DDP, to the destination indicated in the Purchase Order, or, if no such place has been specified, to Buyer's place of business.
- 5.2 Delivery to other than the location specified in the Purchase Order shall not constitute transfer of risk from Supplier to Buyer even if said place of receipt accepts the delivery. Supplier shall bear all costs related to the delivery to a wrong destination differing from the agreed place of receipt.
- 5.3 Partial deliveries of Goods are not permitted unless the Buyer has expressly consented thereto.
- 5.4 If Supplier has the right to have the packaging needed for shipment returned, this shall be clearly marked on the delivery documents. In the absence of such marking, Buyer shall not bear any responsibility or risk as a consequence of the non-return of such packaging.
- 5.5 Numbered packing slips, bearing at least the id number of the Purchase Order, a description of the Goods, and their quantities and lot identification number, must be placed in each package. Supplier must list the packing slip number also on its invoice. Whenever requested, Supplier agrees to provide Buyer with the article code number and lot identification number in data matrix barcode.

## 6. Warranties

- 6.1 Supplier expressly warrants that all Goods provided under a Purchase Order shall:
- (a) be wholly new and contain entirely new components and parts;
  - (b) be merchantable;
  - (c) be free from defects in material, workmanship and packaging;
  - (d) be fit and sufficient for the purpose for which they are intended;
  - (e) conform to all applicable specifications and appropriate standards;
  - (f) be equivalent in all material ways to materials, quality, fit finish, workmanship, performance and design to any samples submitted to and approved by Buyer;
  - (g) have been produced in compliance with all applicable federal, state and local laws, orders, rules and regulations.
- 6.2 Supplier further warrants that it has good warrantable title to the Goods, and that it owns all patents, trademarks, trade names, trade dress, copyrights, trade secrets and other proprietary rights (other than proprietary rights owned by Buyer) used by Supplier in connection with the Goods or has been properly authorized by the owner of such proprietary rights to use such proprietary rights in connection with the Goods.

- 6.3 Supplier shall extend all warranties it receives from its vendors and suppliers to Buyer, and to Buyer's customers. Supplier's warranties herein shall survive the delivery of Goods to, as well as their inspection by, Buyer and any resale of Goods by Buyer, and shall extend to Buyer and its customers. Breach of these warranties, or any other term of under any Purchase Order, shall entitle Buyer to all available remedies, including those under applicable law.
- 6.4 Unless the inclusion of open source software is both specifically authorized in writing by duly authorized officers of Buyer and specifically permitted in the applicable Agreement, Supplier, warrants that the Goods do not include any portion of any open source software.
- 6.5 These warranties are not exhaustive and shall not be deemed to exclude or limit any warranties set by law, Supplier's standard warranties or any other rights or warranties to which Buyer may be entitled to.
- 6.6 Without prejudice to any other rights accruing under the Agreement or law, the warranties set forth in the Agreement will remain in effect for a period of five (5) years from the date of delivery, or such other period as agreed in the applicable Agreement (the **Warranty Term**). Goods repaired or replaced within the Warranty Term are warranted for the remainder of the original Warranty Term of said Goods, or twelve (12) months following the delivery date of such repaired or replaced Goods, whichever is longer.
- 6.7 Supplier shall reimburse or credit Buyer for all costs associated with any defects in materials and workmanship that occur during the Warranty Term. These costs include but are not limited to Buyers' cost in purchasing replacement product, labor to repair or replace the defective Goods, and administrative costs and reasonable travel costs.

## 7. Quality

- 7.1 Supplier shall meet all requirements in Buyer's Supplier Policy (unless otherwise requested by the Buyer), as it may be modified from time to time, in addition to any quality requirements detailed in the Purchase Order or any other specification disclosed to Supplier. Supplier have adopted and enacted, and shall maintain a quality management system in compliance with the latest version of ISO 9001 certification, as well as ISO 14001. If Supplier has not yet adopted the ISO 14001, then Supplier shall commit to adopt it within a reasonable timetable, to be agreed with Buyer.
- 7.2 It is agreed that the quality of the Goods is essential for continuous sales transactions between Supplier and Buyer and to promote their mutual interests. Therefore, Supplier shall ensure that all Goods delivered to Buyer meet the warranty provided in the applicable Agreement, including without limitation the warranties set forth in these Terms, and agrees to make its best efforts to continuously improve the quality of the Goods.
- 7.3 Buyer will be entitled, whenever deemed necessary, to check the quality and manufacturing process of the Goods and require Supplier to improve them. Supplier shall cooperate with Buyer also by providing reasonable access, facilities and assistance for the safety and convenience of Buyer's inspection personnel.

## 8. Traceability, Inspection, testing and rejection of Goods

- 8.1 Supplier shall use appropriate systems and processes to allow traceability of any of the Goods by, to the extent technically feasible, putting on every single item an article code

number. Whenever this is not technically feasible, Supplier shall ensure that at a minimum a lot identification number is put on the relevant package.

- 8.2 Buyer reserves the right to inspect and test, at any time, the Goods and the premises where the Goods are created. If any inspection or test is made by Buyer of Supplier's premises, Supplier shall cooperate with Buyer by providing reasonable facilities and assistance for the safety and convenience of Buyer's inspection personnel.
- 8.3 Neither Buyer's payments nor its inspection or test of Goods shall be construed as acceptance by Buyer or agreement by Buyer that the Goods conform to the terms and conditions of the Agreement. Any inspection or testing by Buyer shall not relieve Supplier of its obligations under the Agreement
- 8.4 Buyer may reject any Goods which are defective, damaged, not conforming, in breach of Supplier's warranty, or not properly traceable due to the lack of the article code number or of the lot identification number on the relevant package.
- 8.5 The rejected Goods shall be subject to the provisions set forth in article 9 of these Terms.
- 8.6 The inspection rights set forth herein are in addition to and not in limitation of any other rights and remedies under applicable law and the failure by Buyer to exercise its right to reject any Goods shall not by implication or otherwise cause a waiver of any such rights or remedies. Any Goods returned to Supplier for credit or refund and not thereafter repaired by Supplier pursuant to Buyer's written instructions, shall be destroyed and not resold or disposed of to any other party or parties.

## 9. Nonconformity

- 9.1 If any Goods are defective, or otherwise do not conform to the requirements of the applicable Agreement, Buyer shall notify Supplier and may, without prejudice to any other right or remedy available to Buyer under the applicable Agreement or at law, at its sole discretion:
  - (a) require additional performance by Supplier;
  - (b) require delivery of substitute Goods;
  - (c) require Supplier to remedy the lack of conformity by repair;
  - (d) declare the relevant Agreement terminated;
  - (e) reduce the price in the same proportion as the diminished value (in respect with the agreed value) of the Goods actually delivered, even if that results in a full refund of the price paid to Supplier.
- 9.2 Supplier shall bear all costs of repair, replacement and transportation of the nonconforming Goods, and shall reimburse the Buyer in respect of all costs and expenses (including, without limitation, inspection, handling and storage costs) reasonably incurred by the Buyer in connection therewith.
- 9.3 Risk in relation to the nonconforming Goods shall pass to Supplier upon the date of notification thereof.

## 10. Termination and suspension

- 10.1 Without prejudice to any other right or remedy available to the Buyer under any Agreement or at law, the Buyer may withdraw from or terminate the Agreement effective immediately by written notice in one of the following circumstances:
- (a) for its convenience;
  - (b) if the Supplier, being in material breach of this Agreement, has not remedied to such breach within [thirty (30)] days from Buyer's written notice.
- 10.2 Buyer may terminate this Agreement without liability with immediate effect by serving a written notice on Supplier in the event that Supplier:
- (a) becomes insolvent or bankrupt, is placed into administration, receivership or liquidation, commences proceedings to be wound up, enters into any voluntary arrangement with its creditors, or on the happening of any similar event;
  - (b) undergoes any change in the majority of the ownership or a change in control, or disposes of all or a substantial part of its business or assets without Buyer's prior written consent, which consent shall not be unreasonably withheld or delayed (provided that Buyer may withhold such consent if it does not receive adequate evidence of Supplier's ability to continue to perform its obligations in accordance with the terms of any Agreement).
- 10.3 Without prejudice to any other right or remedy available to Buyer under any Agreement or at law, Buyer shall also be entitled, at its discretion, to suspend the performance of its obligations under such Agreement, in whole or in part, upon occurrence of in the events set forth by par. 10.2 above or in the event:
- (a) Supplier ceases or threatens to cease to carry on business in the ordinary course;
  - (b) Supplier breaches any of its obligations under any Agreement;
  - (c) Buyer, in its reasonable discretion, determines Supplier cannot or shall not deliver the Goods as required;
  - (d) Supplier fails to provide adequate assurance of performance following a request by Buyer.
- 10.4 The Buyer shall not be liable to Supplier by virtue of exercising any of the rights under this article 10 of these Terms.

## 11. Payment

- 11.1 The terms of payment shall be set forth in the Purchase Order.
- 11.2 Whenever the Purchase Order does not provide for the terms of payment, the invoices relating to Goods purchased shall be paid within one hundred and twenty (120) days from the end of the month in which the invoice is issued.
- 11.3 Payment for Goods will be made in the currency set forth in the Purchase Order.
- 11.4 Upon reasonable notification to Supplier, Buyer may withhold and deduct from any part of the purchase price due under any Agreement all or any part of the damages, including



consequential damages, resulting from any breach of the Agreement's terms and conditions, or any other amount which Supplier owes Buyer or any of Buyer's associated companies.

## 12. Intellectual Property Indemnity

- 12.1 Supplier warrants that the Goods purchased under any Agreement and the use of such Goods by Buyer and/or its customers shall not infringe or misappropriate any intellectual property or industrial rights of third parties, including, without limitation, any copyright, trademark, trade secret, or patent.
- 12.2 Supplier shall defend, indemnify, and hold Buyer and its customers harmless from any liability, or claim of liability, for such infringement or misappropriation, including damages, costs, expense, attorney's fees and lost profits arising from any claim or suit brought against Buyer or its customers alleging such infringement or misappropriation, provided, however, that Supplier is notified of such suit.
- 12.3 In the event an injunction shall be issued against Buyer which prohibits or limits Buyer's or its customers' use of Goods purchased under any Agreement, Supplier shall, at no cost to Buyer, at Buyer's request, furnish Buyer with non-infringing and/or non-misappropriated replacement Goods of a similar kind and quantity or procure for Buyer and its customers the right to continue using the original Goods.

## 13. Indemnification

- 13.1 Supplier assumes entire responsibility and liability for any breach by Supplier of its obligations under this Agreement and for all damages and/or injuries of any kind or nature whatsoever, (including death resulting therefrom) to all persons, entities and property caused by, resulting from, arising out of or occurring in connection with Goods sold under any Agreement.
- 13.2 Supplier will indemnify, defend and hold harmless Buyer, Buyer's Affiliates, Buyer's customers, and their respective, directors, employees, agents and representatives (collectively "Indemnified Persons") against any actual or asserted losses, claims, damages, liabilities, obligations, penalties, judgments, awards, costs, expenses and disbursements ("Claims") brought or asserted against the Indemnified Persons arising out of or relating to:
  - (a) Supplier's breach of any Agreement;
  - (b) any negligent acts or omissions, recklessness or willful misconduct of Supplier;
  - (c) the infringement or misappropriation by Supplier upon any patent, copyright, trademark or other intellectual property right of any third party claim, action and/or lawsuit.
- 13.3 Supplier shall indemnify and hold Buyer harmless for all damages arising out of any breach of the warranties described in chapter 6.

## 14. Inspection of Records

- 14.1 Supplier agrees that all reasonable records pertaining to all Agreements, shall at all reasonable times be subject to audit and inspection by any authorized representative of Buyer. Supplier agrees to allow Buyer or his representatives to inspect Supplier's facilities as required to insure order compliance.

## 15. Insurance

- 15.1 Supplier shall maintain and pay for liability insurance relating to such Goods in amounts no less than the following:
- (a) with respect to bodily injury liability, two million Euro (€2,000,000) for each person and five million Euro (€ 5,000,000) aggregate per policy per year;
  - (b) with respect to property damage liability, Two Million Euro (€2,000,000) for each occurrence and Five Million Euro (€ 5,000,000) aggregate per policy per year.
- 15.2 The insurance shall
- (a) be extended to include “Vendor’s Coverage”;
  - (b) name Buyer as an additional insured and loss payee with respect to such “Vendor’s Coverage”;
  - (c) be written with insurance companies and contain such provisions as shall be satisfactory to Buyer.
- 15.3 Supplier shall furnish Buyer with certificates of insurance confirming the existence of such insurance. All such policies shall provide that the coverage thereunder shall not be terminated without at least thirty (30) days prior written notice to Buyer.

## 16. Buyer's Property and other Special Tooling

- 16.1 Unless otherwise provided for in writing, property of every description, including all tooling, dies, jigs, fixtures, patterns, or other equipment and materials furnished or made available to Supplier, or prepared by Supplier specifically in connection with the manufacturing of Goods under any Agreement (hereinafter collectively referred to as **Buyer’s Property**), title to which is with Buyer, and any replacement thereof, shall be and remain the property of Buyer.
- 16.2 Buyer’s Property other than materials to be utilized in manufacture shall not be modified without the written consent of the Buyer. Buyer’s Property shall be plainly marked or otherwise adequately identified by Supplier as property of Buyer (by name) and shall be safely stored separately and apart from Supplier's property. Supplier shall not use Buyer’s Property except for the manufacture of Goods pursuant to a Purchase Order or performance of obligations under any Agreement or as authorized in writing by Buyer. Buyer’s Property while in Supplier's possession or control shall be kept in good condition, shall be held at Supplier's risk, and shall be kept insured by Supplier, at its expense, in an amount equal to the replacement cost with loss payable to Buyer. Moreover, Supplier shall cause, at its own risk and costs, that the Buyer’s Property including Special Tooling are returned to the Buyer at the latter’s request.
- 16.3 To the extent any Buyer’s Property is not materially consumed in the performance of the order, it shall be subject to inspection and removal by Buyer and Buyer shall have the right of entry for such purposes without any additional liability whatsoever to Supplier. As and when directed by Buyer, Supplier shall disclose the location of any Buyer’s Property and/or prepare it for shipment and ship it freight collect on the Buyer’s account to any location specified by Buyer.

- 16.4 Unless otherwise agreed, special tools, dies, jigs, fixtures, patterns, gauges, molds and test equipment (hereinafter collectively referred to as *Special Tooling*) to be used in the manufacture of Goods under the Agreement shall be kept in good conditions and, when necessary, shall be replaced by Supplier, without expense to Buyer.
- 16.5 Unless specifically provided to the contrary in this order, Supplier warrants that the price set forth herein does not include any amount representing rent for the use of Government-owned facilities, equipment or Special Tooling.

## 17. Confidentiality- Information and Materials

- 17.1 Confidential Information shall include (A) any information designated as confidential either orally or in writing by Buyer; (B) any information proprietary to Buyer; (C) any information not generally known by non-Buyer personnel (other than persons subject to confidentiality); (D) any information which Supplier should know In Buyer would not care to have revealed to others or used in competition with Buyer; (E) any information related to drives and other electronic devices, battery chargers, electric motors or generators; (F) any documents, materials, specifications, designs and design requirements, drawings, models, spreadsheets, flowcharts, diagrams, blueprints, processes, concepts, techniques, know-how, inventions, demonstrations, software code, documentation, data, product purchase information, project management and staffing, forecasts and projections, business plans, prospective and current products, technology, products and services under development, marketing information, contracts, prices, distribution, responses to requests for information, and information and materials which Buyer makes, conceives, develops or obtains has access to through or as a result of Buyer's relationship with Supplier under any Agreement, including such of the foregoing as are received, originated, discovered or developed in whole or in part by Supplier; (G) any information related to Buyer's customers or personnel; and (H) any notes, analyses, compilations, studies, documents, software, emails or other materials created by Supplier using, reflecting, interpreting, evaluating, incorporating or in any way including any part of the Confidential Information or which is otherwise derived from the Confidential Information. The failure of Buyer to mark any of the above-described information as proprietary, confidential, or secret shall not affect its status as part of the Confidential Information protected by this Agreement. All such Confidential Information and materials including, without limitation, drawings, artwork, data, customers' names, or the like furnished by Buyer in connection with the Agreement, shall remain property of the Buyer, and shall be used by Supplier only to perform his activities, duty and commitments of the agreement, and shall be held in strict confidence by Supplier and not disclosed to any person who is not an employee of Supplier with a need to know such Confidential Information in order for Supplier to undertake its obligations under any Agreement.
- 17.2 Any knowledge or information which the Supplier shall have disclosed or may hereafter disclose to the Buyer related to the placing and filing of a Purchase Order and/or the resultant Agreement shall not, unless otherwise specifically agreed upon in writing by the Buyer, be deemed to be confidential or proprietary information, and accordingly shall be acquired free from any restrictions.

## 18. Compliance with Laws and Regulations

- 18.1 Supplier shall at all times comply with all laws, rules, regulations and ordinances applicable to the Goods and the Agreements, including, but not limited to, all fair labor, equal opportunity, and environmental compliance laws, rules, regulations and ordinances.

- 18.2 Supplier shall furnish to Buyer any information required to enable Buyer to comply with any applicable laws, rules, and regulations in its use of the Goods.

## 19. Counterfeit Parts

Supplier shall not deliver any Goods to Buyer that contains:

(a) any "Counterfeit Part," defined as a part that is a copy, imitation, or substitute part which is represented, identified, or marked as genuine, and/or altered by a source without the legal right to do so with the intent to mislead, deceive, or defraud as to the source;

(b) any "Suspect Parts," defined as a part in which there is an indication by visual inspection, testing, or other information that it may have been misrepresented by the Supplier or manufacturer and may meet the definition of Counterfeit Part.

## 20. Export Laws

- 20.1 Supplier acknowledges that the Goods and any technical data related thereto may be or are subject to United States (U.S.), and / or European Union (EU), and/or national export control laws, regulations or the like of other nations, and agrees that it will not transfer, export or re-export the Goods or any technical data, including without limitation any documentation, or information that incorporates, is derived from or otherwise reveals such technical data, without complying with all applicable U.S., EU, or other national export control laws, regulations and the like.

## 21. Manufacturer's declaration and certificate of origin

- 21.1 Buyer requires that Supplier complete a manufacturer's declaration and certificate of origin to have on file for customs compliance matters. The manufacturer's declaration is to be filled out by a representative of Supplier knowledgeable of the manufacturing of the Goods and or who can access the manufacturing records.

## 22. Business Continuity

- 22.1 Supplier acknowledges that single points of failure exist within the supply chain and agrees to take commercially reasonable efforts to mitigate the risk of business interruption. Efforts include, but are not limited to, the creation and implementation of a comprehensive disaster recovery plan, periodic testing to ensure such plan remains valid and executable, and supply chain/supply base analysis and programs in agreement with the Buyer to eliminate exposure to single points of failure including tooling, materials, and any other elements critical to the manufacturing of Goods. Upon request by Buyer, Supplier shall provide to Buyer all reasonable information and details in respect of the efforts taken to mitigate risk of business interruption.

## 23. Assignment

- 23.1 Supplier shall not assign the Agreement, or any rights hereunder, without first obtaining the written consent of Buyer. Any such assignment without the written consent of Buyer shall be void.

## 24. Waiver

- 24.1 No course of dealing between Buyer and Supplier or any delay on the part of Buyer in exercising any rights under the Agreement shall operate as a waiver of any of Buyer's rights, except to the extent expressly waived in writing by Buyer.

## 25. Subcontracting

- 25.1 Supplier shall not subcontract any work or any Goods to be supplied under the Agreement without the prior written approval of Buyer.

## 26. Government Subcontract

- 26.1 If a government contract number appears on the face of the Purchase Order, Supplier agrees to comply with all terms and conditions of that government contract.

## 27. Independent Contractor

- 27.1 Supplier shall perform as an independent contractor and shall have no authority to make any statement, representation, or commitment of any kind nor to take any action binding on Buyer without Buyer's prior written consent.

## 28. Set-Off

- 28.1 Provided what stated in previous clause 11.4, Buyer shall be entitled at all times to set-off any amount owing at any time from Supplier to Buyer.

## 29. Use of Buyer's Name

- 29.1 Supplier shall not, without first obtaining prior written consent from Buyer, in any manner publish the fact that Supplier has furnished or contracted to furnish Buyer the Goods, or use the name of Buyer or any of its customers, in Supplier's advertising or other publication. If the Goods are peculiar to Buyer's design, either as an assembly or component part of an assembly, or if the material bears Buyer's trademark and/or any other identifying mark, it shall not bear the trademark or other designation of the maker or Supplier and similar material shall not be sold or otherwise disposed of to anyone other than Buyer.

## 30. Captions

- 30.1 The captions used herein are for convenience of reference only and shall not be deemed as in any way limiting or extending the terms of the provisions to which each caption refers.

## 31. Force Majeure

- 31.1 Neither Buyer or Supplier shall be liable for delay or failure of performance due to changes in government priorities or control of materials or other necessary compliance with changes in government regulations, or strikes, fires, accidents, acts of God, or other causes beyond such party's control and affecting its operations.
- 31.2 Notwithstanding the foregoing, Buyer may terminate all or any portion of any or all Agreements without liability to Supplier if any such delay or failure to perform by Supplier or on the part of Supplier extends beyond thirty (30) days after the delivery date specified

in the applicable Purchase Order. Whenever an actual or potential labor dispute is delaying or threatens to delay the timely performance of any Agreement, Supplier shall immediately give notice thereof to Buyer.

- 31.3 To avoid supply interruption, the Supplier must have in place a substantial contingency plan agreed with the Buyer.

## **32. Process Control**

- 32.1 Supplier shall make no change in the material or supply chain used, construction or fabrication techniques, or test methods used without prior written approval of Buyer. Any such changes desired by the Supplier shall be requested in writing, indicating the reason for such change and including the effect of the change on cost and performance, but shall not be made unless and until approval is received from Buyer.

## **33. Severability**

- 33.1 If any one or more of the terms of any Agreement shall be invalid, illegal, or unenforceable in any respect under any applicable law, such terms shall be deemed struck and the validity, legality and enforceability of the remaining conditions contained herein shall not be affected or impaired in any way.

## **34. Remedies**

- 34.1 Nothing in this order shall be claimed or deemed to limit or exclude those remedies otherwise available to Buyer at law or in equity, and no disclaimers or modifications or attempted disclaimers or modifications of any express or implied warranties relating to the Goods by Supplier shall be valid or effective.

## **35. Applicable Law**

- 35.1 The Agreement shall be construed and enforced in accordance with and governed by the laws of the jurisdiction where the Entity of the Buyer is incorporated, without reference to any choice-of-law rules that would otherwise require the application of the laws of any other jurisdiction. The United Nations Convention on Contracts for the International Sales of Goods shall not apply to the Agreement.
- 35.2 Any proceeding arising out of or relating to this Agreement may be brought in the courts having jurisdiction over the territory where the Entity of the Buyer is incorporated, and Supplier irrevocably submits to the exclusive jurisdiction of such court in any such proceedings, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceedings shall be heard and determined only in any such court and agrees not to bring any proceedings arising out of or relating to this Agreement in any other court.

## **36. Survival**

- 36.1 The Terms herein and in any Purchase Order that by their nature may reasonably be presumed to have been intended to survive any termination or expiration of the applicable Agreement, shall survive any termination or expiration of the Agreement.

## 37. Phase-out

- 37.1 When a Good is identified by Supplier for phase out, Supplier shall inform Buyer by written notice at least 24 months before the planned phase out, and the parties will jointly agree on a phase out plan. Buyer shall have the right to make a final purchase before the end of production by Supplier without any price increase.

IN WITNESS WHEREOF, Supplier accepted and executed the above Terms and Condition on the day and year noted below.

**The Supplier**

**(Authorized signature):**

\_\_\_\_\_

**Date:** \_\_\_\_\_

For Italian jurisdiction, as required by art. 1341 of Italian Codice Civile, Supplier specifically accepted and executed the following clauses of the above Terms and Condition on the day and year noted below:

2, 4,6,8,9,10,11, 12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28, 29,32,33,34,35,36 and 37.

**The Supplier**

**(Authorized signature):**

\_\_\_\_\_

**Date:** \_\_\_\_\_