

GENERAL TERMS AND CONDITIONS OF PURCHASE (“GTCP”)

These GTCP shall apply to any Purchase Order (as defined below) issued by MIB Italiana S.p.A. (“MIB” or the “Purchaser”) for goods and services to be supplied by Supplier and supersede any prior different oral or written agreement between the parties. All offers, supplies and agreements executed between Purchaser and Supplier are based exclusively on these GTCP.

MIB explicitly contradicts any other terms and conditions submitted by the Supplier. MIB is not committed to them, even if MIB did not contradict them at the time the contract is concluded.

1. Definitions.

Confidential Information: means any information, drawings, documents, technical specifications, models and other material owned by or related to Purchaser and in any way furnished to Supplier, including any piece of information concerning know-how, trademarks, patents and any other intellectual property rights.

Dangerous Products: indicates Products whose composition includes the presence of substances or mixtures classified as dangerous pursuant to Legislative Decree no. 81/2008, or by any other domestic or international legislation on safety in the workplace, or which, although not classifiable as dangerous pursuant to the aforementioned legislation, may involve risks due to their chemical-physical, chemical, chemical-technological properties;

Goods: mean any goods ordered by Purchaser to Supplier, such as raw materials, tools, forged products, finished products and semi-manufactured products, even when forged in accordance with the Buyer’s technical and/or design specifications.

Goods Warranty/ies: means the warranty related to the Goods the Supplier shall provide the Purchaser with as per article 8 of the GTCP.

Intellectual Property: means any rights over any intellectual or industrial property, including, without limitation, invention, patent or application for a patent, utility model, design (registered or unregistered), trademark (registered or unregistered), name, copyright, circuit layout, trade secret, know-how, proprietary information or other right in respect of any information.

Parties: means the Purchaser and the Supplier.

PO: means any purchase order submitted by Purchaser for Goods and/or Services to be supplied by Supplier, pursuant to article 2 of the GTCP.

Purchase Price: means the price of Goods as set forth in article 3 of the GTCP.

Safety Data Sheet: means the sheets containing all the information on physical, chemical, toxicological and environmental and hazard properties, necessary for the correct and safe use of substances and mixtures, which shall be provided for the Dangerous Products and which shall comply with the requirements of Regulation (EU) 2020/878;

Services: mean outsourced work services ordered by Purchaser to Supplier such as, by way of example, welding services, heat treatment, mechanical machining, which are always subject to inspections as per article of 10 of the GTCP.

Technical Specifications: mean the technical data, requirements and all other associated information provided by MIB that the Goods manufactured by Supplier must conform to, as necessary to enable completion of the PO.

Warranty Period: means a period of twenty-four (24) months as of delivery date of the Goods to the final client of the Purchaser, during which the Supplier must provide the Purchaser with the Goods Warranties.

2. Purchase Orders.

PO are submitted by MIB only in writing and the relative acceptance occurs by way of returning the acknowledgment copy attached to the PO duly signed and stamped by Supplier’s authorized representative or acceptance via electronic means specifying the sender as valuable and recognizable source of the Supplier. The PO which is not rejected in writing within -5 (five) days of receipt shall be deemed confirmed by Supplier. PO placed by MIB shall indicate for each product the relevant description, code number, quantity, price, requested delivery date, method of transport and name of the shipping agent or carrier.

3. Purchase Price.

3.1 The Price agreed to pay for the Goods shall be the price set out in the PO. The Purchase Price is fixed and not subject to revision unless expressly provided for in the PO.

3.2 All prices are inclusive of all packaging costs, handling charges and other charges.

4. Supplier’s Obligations, Quality and Supplier’s financial conditions.

- 4.1 Supplier shall provide all management, supervision, personnel, materials and equipment to perform its obligations under the PO. The Supplier shall carry out all its obligations under the PO and shall execute the PO with the utmost care and diligence and in accordance with all requirements set forth in the PO and in accordance with the best practices and highest standards pertaining to the oil and gas industry.
- 4.2 Supplier shall ensure that the Goods: i) are manufactured in a workmanlike manner, ii) are free from defects in design, materials and workmanship, iii) are fit for the purpose for which the Goods are supplied under the PO, and iv) strictly comply with the Technical Specifications, drawings, moulds, and any other quality requirements provided by Purchaser.
- 4.3 Any change to the Technical Specifications, to the place of manufacture of Goods and/or to materials shall be previously communicated in writing by Supplier and accepted by Purchaser.
- 4.4 Supplier shall submit to Purchaser, at the latter's request, evidence of any results deriving from tests, controls, trials and inspections carried out on compliance of Goods to the Technical Specifications, also in case of manufacture of Goods by sub-suppliers. Supplier shall therefore keep proper record of such results for a period of not less than three (3) years.
- 4.5 Supplier expressly undertakes to promptly inform and update the Purchaser on any worsening of its financial and economic conditions and, in particular as soon as any warning signal of possible future crisis or insolvency proceedings occurs, which may impair or affect the timely and proper fulfillment of its obligations as per the PO and these GTCP. In such cases, the Purchaser shall reserve the right to forthwith terminate or suspend the PO and to ask the Supplier for the reimbursement of the Purchase Price, if already paid.
- 4.6 The Supplier may not assign the Purchase Order, or the supply of Products under the Purchase Order, in whole or in part, to third parties. Any subcontracting of goods or services required for the performance of the Purchase Order by the Supplier, shall require the prior written consent of the Purchaser.

5. Payment

- 5.1 Unless otherwise expressly stated in the PO, the Purchaser shall make payment for Goods within 60 (sixty.) days after the receipt of Goods by the Supplier or Supplier's notice of "goods ready for delivery" to the Purchaser at the delivery point and receipt of a correct invoice covering such Goods containing all invoice payment details as set forth in article 2 of these GTCP and accompanied by all supporting documents. The payment shall be made in compliance with the means of payment shown in the PO and, if the PO doesn't contain any indication, the payment shall be executed by bank transfer). The payment shall be in any case deemed executed once the credit transfer order is made to the Purchaser's bank.
- 5.2 The Purchaser's acceptance of the Goods or the payment of any invoice shall not be construed as a waiver or relinquishment of any or all rights and remedies the Purchaser may have under the PO. To the extent that an invoice (i) does not include supporting documents or invoice payment details or (ii) is otherwise incorrect or deficient, then the time period for payment of such portion of the corresponding invoice shall be suspended until thirty (30) days or such other period as agreed by the Parties after the date of receipt of the supporting documents or invoice payment details, or receipt of a correct invoice, as the case may be.
- 5.3 In case of delay in payment, the Supplier shall not be authorized to suspend the outstanding deliveries shall implement any other possible PO.

6. Deliveries, title and risk of loss.

- 6.1 Goods' deliveries shall be effected pursuant to the delivery terms indicated in the PO. Unless otherwise provided in the PO, delivery shall be performed DAP (INCOTERMS® 2020) MIB's premises located in Via Garibaldi No. 6, Casalsesugana (PD), Italy. The delivery terms are to be considered fixed and as of the essence. Delivery (and taking over), transfer of risk, transport, insurance, transport and delivery documents, customs clearance on import/export, control (quality, measuring, weighing, counting), packaging and marking, as well as cost allocation, are governed by Incoterms® (ed. 2020), unless the parties have agreed amendments in writing in advance.
- 6.2 Delivery terms shall be considered fixed and of the essence. Any Supplier's request to modify terms and delivery time in a PO, shall be transmitted in writing within 48 hours from the receipt of the PO's confirmation. Communications after this period of time will not be considered, unless otherwise agreed in writing between the Parties.
- 6.3 In addition to what provided in art. 6.1 of these GTCP, every delivery shall be accompanied by the following documents and shall contain the following data: i) Purchase Order number; ii) reference and designation of the Products; iii) quantity of the Products delivered; iv) number of packages and relative weight; v) eventual serial and/or batch number of the Products delivered; vi) country of origin of the Products; vii) Combined Nomenclature

code (in any); viii) certificates.

6.4 With regard to the Products manufactured in non-EU countries, the Supplier shall also provide: i) the certificate of origin of the Products; ii) the packing list showing the package number, the code and description of the Products, the quantity, weight, dimensions, signature and stamp of the manufacturer; and iii) the certificate of compliance with European regulations.

6.5 In case of any delay in deliveries, Supplier shall immediately notify the Purchaser in writing of any reasonable cause occurring subsequent to the transmission of the PO's confirmation which may prevent Supplier from meeting the relevant delivery date and providing, at that time, an explanation of the cause of delay and an estimate of the new delivery date.

A reasonable delay in the delivery of Goods shall not cause termination of the sale agreement. In case of delay in the delivery or if the delivery fails, is partial and/or does not comply to all conditions set forth in the PO, Purchaser may, irrespective of its other rights, either: i) refuse to accept the Goods and terminate the PO for Supplier's unfulfillment, asking for damages and reimbursement of any cost already incurred by Purchaser, as well as suspend any other possible pending POs; ii) fix a new delivery date and cause Supplier to ship the Goods by the most expeditious means of transport, at Purchaser's discretion, to a location appointed by Purchaser and at Supplier's costs (including costs for cancellation of transport orders)].

6.6 Except as otherwise provided in these GTCP, title to and ownership of the Goods shall transfer to the Purchaser and the Goods shall become the property of the Purchaser upon the first to occur of the following events: (a) upon payment of the Goods or part thereof; or (b) upon delivery of the Goods or part thereof to the Purchaser or to an agent or freight forwarder nominated by the Purchaser.

6.7 The Supplier shall bear any and all risk of loss or damage to the Goods until delivery of the Goods to the Purchaser in accordance with the Incoterm chosen as well as with the terms of these GTCP. Upon such delivery, the risk of loss or damage shall pass to the Purchaser, provided that, any and all losses or damages, whenever occurring, attributable to the Supplier, including those deriving from any improper or non-conforming packaging, loading, crating or handling of the Goods by the Supplier, shall be borne by the Supplier. The Supplier shall, at its sole risk and cost, either self-insure or purchase insurance for the Goods against the risk of loss of or damage to the Goods for the full replacement value of the Goods until delivery thereof to the Purchaser.

7. Packaging

7.1 The Goods shall be properly packed and secured by Supplier according to the Incoterm chosen, the transport conditions agreed and in compliance with the best standard in the industry for packing similar type of material, to guarantee the appropriate integrity and protection of the Goods in transit.

7.2 If not otherwise expressly specified, the Supplier shall identify each of the Goods delivered to Purchaser with a label on the packaging, indicating item code of the Purchaser, quantity, date of delivery, item code of the Supplier, and any other possible relevant data (for example, bar codes, production date in case of perishable materials, etc.).

8. Warranties

8.1 Unless otherwise expressly agreed between the Parties, the Supplier warrants that all Goods shall, for the Warranty Period: (a) be free from defects and be complete without any omissions, in accordance with generally accepted international industry practice and with applicable laws, regulations, codes and standard imposed by law or any competent Authority; (b) be new and unused, of good quality and fit for the purposes for which it is intended; (c) comply in every respect with the PO; (d) comply with all Technical Specifications and any other instructions provided for by the Purchaser; (e) not infringe any third party's rights (such as, but not limited to, intellectual property rights); and (f) with respect to any firmware or software embedded or accompanying the Goods, be free from and not contain any malicious code.

8.2 Any defect or breach of the Goods Warranties shall be communicated in writing by Purchaser within fifteen (15) days from their discovery.

8.3 In case of breach of the Goods Warranties, the Purchaser shall be alternatively entitled to:

- a) reject the Goods and return them to the Supplier at Supplier's costs or make them available to Supplier for withdrawal Ex Works MIB's premises, with consequent refund of the price already paid by Purchaser; or
- b) ask the Supplier for replacement or repair of the defective or non-conforming Goods within three (3) working days from the notice of the breach of the Goods Warranties, at Supplier's sole costs and expenses, being it understood that such replacement or repair shall be promptly performed within a reasonable time period,

- unless a definite time for the performance has been specified by Purchaser; or
- c) accept the defective Goods and obtain a reasonable reduction of the relative price; without prejudice to the Purchaser's right to claim compensation for further damages to the Supplier in any of the above cases.
- 8.4 Should the Supplier delay, fail, be unable or refuse to perform the replacement or repair as per article 8.3.b), then the Purchaser may, without prejudice to any other remedies available, and giving seven (7) days written notice to Supplier, proceed to directly remedy the breach of the Goods Warranties at the Supplier's sole risk and cost and the Supplier shall be liable to pay the Purchaser and the Purchaser shall be entitled to recover from the Supplier any charges associated with such activities of remedy. After the expiration of the seven (7) day notice period, the Purchaser shall not be obliged to accept any Goods rectified or replaced by Supplier as per article 8.3.b).
- 8.5 A new warranty period of further twenty-four (24) months shall start from the date of delivery of the replaced or repaired Goods to the Purchaser/to the final client of the Purchaser.
- 8.6 During and after the expiration of the Warranty Period, the Supplier shall in any case promptly repair any damage to the Goods that is not attributable to the Supplier, furnish at reasonable costs all necessary services in respect of the Goods, as well as attend to and resolve any issues or problems relating to the Goods upon notice by the Purchaser.
- 8.7 If the Supplier has subscribed a product liability insurance policy, it shall make available to the Purchaser copy of the relative agreement and evidence of premium payment upon request by the Purchaser.

9. Changes/Amendments

- 9.1 Purchaser reserves the right to make changes by written amendment order from time to time with regard to the form, quality, and/or quantity of the Goods, ii) to the drawings, documents, Technical Specifications and/or scope of supply, and iii) to the delivery terms. Supplier shall notify the Purchaser of any consequences resulting from such change within five (5) days, (for example, an increase or decrease in the cost, or a different time required for delivery of any part of the Goods) and shall use its best endeavours to minimize the cost and impact on the schedule to Purchaser of any such changes.
- 9.2 Any claim by Supplier for adjustment under this clause must be notified to Purchaser in writing within five (5) days of receipt of the Purchaser's change notice and must be accompanied by specification of the amount/time claimed and supporting documents providing cost or time figures, failing which no impact in costs or schedule shall apply.
- 9.3 If the Purchaser and the Supplier cannot agree on an equitable adjustment order, the Purchaser shall be entitled to direct the Supplier to implement such change prior to any agreement being reached between the Parties. The Supplier shall proceed with the implementation of such change and keep auditable records of actual direct costs incurred for such change. Any dispute regarding such change shall be resolved in accordance with article 19.
- 9.4 No changes shall be made by Supplier without an instruction in writing from Purchaser.
- 9.5 If the Supplier does not fully comply with the requirements of this article 9 with respect to any change, the Supplier shall be deemed to have waived any right to an equitable adjustment or any Supplier's compensation or different delivery schedule consequent to such change. In any case, the Supplier shall not suspend or delay performance of the PO during the review, negotiation and settlement of any change.

10. Services and Inspections

- 10.1 The Supplier shall comply with the following provisions and ensure the Purchaser to proceed with inspections on the Supplier's activity, when the PO refer to Services and whenever the Purchaser requests to do so.
- 10.2 The Purchaser shall be entitled to directly verify the quality of the Goods and the Services, the compliance to the PO, and the accordance to the best practice and highest standards pertaining to the oil and gas industry applicable to the manufacture, production and testing of the Goods and execution of Services, as well to any instructions and Technical Specification provided to the Supplier. To this purpose the Purchaser shall have the right to attend all tests, trials and inspections carried out by Supplier, which date of performance shall be communicated in writing by Supplier to Purchaser at least five (5) working days (or such other notice period as is provided in the PO) in advance.
- 10.3 The Supplier shall allow the Purchaser, its technical personnel, the Purchaser's final clients and or any Regulatory Bodies/Verification Bodies to access to its premises or the sub-suppliers' premises in order to make tests, audits and inspections on the quality and compliance of the Goods as per article 10.1, at all reasonable times before, during and after manufacture of the Goods.
- None of such inspections shall exempt the Supplier from the obligation to execute the work in a workmanlike manner and in compliance with the terms of the POs, and in no case shall exclude or reduce the Supplier's product

liability for defective Goods.

10.4 The Supplier shall repair or replace without cost or delay any Goods found to be defective during inspection, and Purchaser, Purchaser's final clients and/or the Regulatory Bodies/Verification Bodies shall have the right to conduct further inspections and/or tests after Supplier has carried out its remedial actions.

10.5 The mere delivery or the payment of the Goods shall not be deemed as acceptance of the Goods by Purchaser. At any rate, the unreserved acceptance by Purchaser of the Goods, including approval of Supplier's documents, and/or any waiver of any rights of inspection by Purchaser, Purchaser's final clients and/or Regulatory Bodies/Verification Bodies shall in no case relieve the Supplier of any of its liabilities for defective Goods and any consequent damages.

11. Non-competition

11.1 Supplier shall neither manufacture and sell, directly or indirectly, the Goods when forged in accordance with the Buyer's technical and/or design specifications, even if partially or slightly modified, nor use and market the relative know-how, also after the termination of the commercial relationship with the Purchaser.

11.2 Supplier shall undertake not to file, directly or indirectly, on his behalf and/or on behalf of subsidiary or associated companies and/or any of his personnel or managers, any application for invention patent or utility model or trademark in connection with the Goods manufactured and supplied based on Purchaser's Technical Specification.

11.3 Supplier shall not use any drawings, Technical Specification and other document or information provided by Purchaser.

12. Intellectual property

12.1 All Intellectual Property arising out or related to the execution of the PO by Supplier or connected with the supply or use of the Goods and Services, as well as all technical and other information, data and materials, in whatever form provided by Purchaser and all Intellectual Property rights related thereto shall belong exclusively to Purchaser.

12.2 Supplier shall be responsible for and shall indemnify, defend and hold harmless the Purchaser from and against any and all loss or liability of whatever nature in respect of any alleged or actual infringement of any such Intellectual Property rights, except where such infringement necessarily arises from the Purchaser's written instructions.

13. Confidentiality

13.1 Any Confidential Information shall be kept strictly confidential by the Supplier, its employees, collaborators, consultants, sub-suppliers and all staff, during the commercial relationship between the Parties and until the Confidential Information have fallen into the public domain. For such purpose the Supplier undertakes not to disclose the Confidential Information to any third party and not to use it for any purposes different from the performance of the PO and the supply of the Goods or Services.

13.2 Any communication to the Supplier and/or transmission containing Confidential Information, even if regarding the designing, engineering and/or manufacture of the Goods in accordance with the Purchaser's Technical Specifications, shall never be intended as a transfer and/or assignment of the Purchaser's know-how or other Intellectual Property right to the Supplier.

13.3 Supplier shall take any responsibility for any infringement of the obligations related to Confidential Information set forth in this article, also if attributable to its employees, collaborators, consultants, sub-suppliers and all staff who came into contact with the Confidential Information.

13.4 Any Confidential Information received by Supplier in relation to the performance of the POs exclusively belongs to the Purchaser and shall be promptly returned by Supplier upon request by Purchaser, without keeping any relative copy or reproduction. In such a case, Supplier undertakes to destroy and erase any copy of Confidential Information and related documents recorded on any computer or other technical device of the Supplier or of any of its employees, collaborators, consultants, sub-suppliers and staff.

14. Sustainability clause

Supplier must conduct business in an honest and ethical manner and must follow fair competition practices. In particular, Supplier shall act and work consistently with any and all applicable laws and regulations in connection with the performance of the PO, including international codes of conduct dealing with child labour, forced labour, collective bargaining, discrimination, abuse, working hours and minimum wages and shall refrain from engaging in acts or transactions in violation of or inconsistent with the anti-bribery and anti-money laundering laws, regulations, rules or

requirements of any relevant jurisdiction. Any breach of such applicable laws and regulations shall be deemed as a material breach of the PO and Supplier shall be responsible for and hold harmless, defend and indemnify the Purchaser against all losses, damages, claims and expenses arising out of such breach.

15. Environment, Health, Safety and Security

15.1 Supplier shall act in strict compliance with local, national and international standard of safety, health and environment in order to protect and secure the sustainability of the Goods. Supplier is the sole responsible for determining the nature and scope of the risks to the environment and to human health and safety associated with the work to execute the PO and shall assume all responsibility and liability for such risks. Supplier shall take, and cause its personnel and subcontractors to take, all necessary precautions to protect all persons and property thereon from damage or injury.

15.2 The Supplier warrants to the Purchaser that the Products supplied and the materials used for their production comply with all domestic, EU and international legislation/law applicable and in force in the following fields: i) health and safety at work and in particular with the provisions of the Legislative Decree no. 81 of April 9, 2008, ii) chemical substances and in particular with the rules contained in Regulation (EC) no. 1907/2006 ("REACH"), as well as iii) classification, labelling and packaging of substances and mixtures and in particular with the rules contained in Regulation (EC) no. 1272/2008 (CLP). 15.3 The Supplier undertakes to provide the Purchaser with a list of the Dangerous Products and to make available to the Purchaser the Safety Data Sheets of the Dangerous Products. In particular, the Safety Data Sheets of the Products shall be delivered at the moment of taking delivery of the Dangerous Products, together with the transport documents, and shall, also be sent in advance by e-mail to amministrazione@mibitaliana.it, simultaneously with/before the entry of the Products into the Purchaser's premises.

15.4 The Supplier undertakes to provide updated Safety Data Sheets, in accordance with the provisions of the new Regulation (EU) 2020/878 (which amends Annex II of REACH on "Requirements for the compilation of Safety Data Sheets (SDS)" for substances and mixtures, which repeals the previous Regulation (EU) 830/2015.

15.5 Should for any reason, including a request from the Purchaser, after the issue of the Purchase Order and prior to delivery of the Products, the components of the Products, or the materials used for the production of the Products be replaced and/or undergo changes such as to modify their "classification for the purposes of assessing risks to work and the environment", with particular reference to the "Risk Phrases" H340 (ex R46; ex R47), H340 (ex R46; ex R47), H341 (ex R68), H350 (ex R45), H350i (ex R49), H351 (ex R40), H360D (ex R61), H360F (ex R60), H362 (ex R64), H370 (ex R39) and H372 (ex R48) according to Regulation (EC) no. 1272/2008 the Supplier shall send MIB, at least 60 (sixty) days before the delivery term contained in the Purchase Order, the updated list of Products containing chemical agents. The Supplier undertakes to supply updated Safety Data Sheets for the Products included in the list, in addition to those that may already have been supplied.

15.6 By signing the Purchase Order, the Supplier represents and warrants that the Products shall be manufactured using ready-to-use materials not classified as carcinogens and mutagens with "Risk Phrases" H340 (ex R46; ex R47), H350 (ex R45) and H350i (ex R49).

16. Termination in case of Supplier's default

16.2 Without prejudice to any other case of termination set forth hereunder, Purchaser may, by written notice of default to Supplier and in compliance with article 1456 Italian Civil Code, terminate the whole or part of the POs if Supplier breaches the obligations contained in the following articles of these GTCP: article 4 (Supplier's Obligations, Quality and Supplier's financial conditions), article 6 (Deliveries, title and risk of loss), art. 8.1 (Goods Warranties), article 10.3 (Inspections), article 11 (Non-competition), article 12 (Intellectual property), article 13 (Confidentiality), article 14 (Sustainability clause), article 15 (Environment, Health, Safety and Security), and in any case of change of ownership of the Supplier or in cases when the Supplier is subject to bankruptcy or other insolvency proceedings, or if a Purchaser's competitor enters the Supplier's corporate structure.

16.2 Such termination shall be immediately effective as of the date of reception of the written notice of default sent to the defaulting Supplier.

16.3 If termination occurs as per article 16.1 above, the Supplier shall return to Purchaser, at its sole care and expenses, within 4 (four) days from the reception of the written notice of default, all the material received by the latter. In this case the Supplier shall return to the Purchaser any advance payment already received, net of the payment of the Products even partially manufactured in execution of the Purchase Order.

17. Process of personal data

17.1 Any personal data requested and collected by Purchaser or Supplier or which could be acquired by them in the course of their business and in order to complete and execute the POs, shall be treated in accordance with article 13 of the EU Regulation n. 2016/679 (hereinafter "GDPR") and any European and domestic law which amends or integrates it, for the purposes described in these GTCP and to fulfill the obligations arising out of domestic and/or European laws (such as tax law) and/or coming from jurisdictional or administrative authorities. For such purposes, the personal data collected may be kept even after the execution of the POs and may be communicated to certain categories of people, external and internal respectively to Purchaser and to Supplier, such as, but not limited to, professionals, consultants, employees, banks.

17.2 Each Party is entitled to limit the processing of its personal data, to ask for access, to amend, integrate or cancel its personal data, to oppose to the processing or lodge a complaint with the Italian Supervisory Authority for the protection of personal data (www.garanteprivacy.it), by sending a written notice via email or registered letter with return receipt to the other Party, who shall act as data controller.

18. Force majeure

18.1 The Parties shall not be liable for failure or delay in performing their obligations as per these GTCP or according to the PO in case of event of force majeure such as strikes, riots, fires, epidemic, pandemic, floods, acts of war, terrorism, embargo, acts of State, government measures, or any other similar events out of the Parties' control.

18.2 In case a Force Majeure event as above defined occurs, the Party whose obligation has been rendered impossible by the Force Majeure event, shall forthwith give written notice to the other Party about it and shall endeavor to adopt, as soon as possible, any remedies to remove or at least limit the consequences deriving from the unfulfillment of their obligation due to the Force Majeure event. In any case, should the Force Majeure event last more than sixty (60) days, the Party whose fulfillment is still possible shall be entitled to cancel the PO without any additional charge. For the purpose of interpreting this provision, the Parties accept to refer to the "Force Majeure Clause of the International Chamber of Commerce (ICC)".

19. Dispute resolution

Any dispute regarding the interpretation, execution, termination or request/liquidation of damages arising out of or connected with any PO and/or purchase agreement executed pursuant to these GTCP shall be submitted to mediation according to the Rules of Mediation and Conciliation of the Chamber of Commerce of Milan. Each Party shall endeavor to mediate such dispute in good faith as a first step, prior to taking any other action. Failing to reach the mediation for the resolution of the dispute, the Parties shall submit it to the exclusive jurisdiction of the Court of Padova – Italy.

20. Applicable law

These GTCP and the PO shall be governed in accordance with the laws of Italy and INCOTERMS® 2020. The United Nations Convention on Contracts for the International Sale of Goods (Wien Convention 1980) shall only apply to international sales.

These General Terms and Conditions of Purchase have been duly examined by the Supplier who expressly accepts them in full without any objections and reserve.