



## GENERAL TERMS AND CONDITIONS FOR THE SALE OF PRODUCTS

### 1. Definitions.

**1.1** Capitalized terms used in these General Terms and Conditions (the “Terms and Conditions”) shall have the meanings set forth in these Terms and Conditions. In addition, for purposes of these Terms and Conditions, the following terms, when used in these Terms and Conditions, shall have the following meanings: “Buyer” means any entity who issued a Purchase Order (Buyer is also hereinafter referred to as a “Party”); “Parties” means collectively Buyer and Seller; “Products” means the products identified in the applicable Accepted Purchase Order; “Purchase Order” means Buyer's purchase order issued to Seller hereunder; “Seller” means GDM S.p.A., Via Battindarno 91, 40133, Bologna (Italy), Cod Fiscale/P.IVA 03630060378 Registro Imprese N. 03630060378 and any of its direct and indirect subsidiary companies and affiliates (Seller is also hereinafter referred to as a “Party”).

### 2. Scope.

**2.1** These Terms and Conditions are the only terms which govern the sale of Products by Seller to Buyer based on Purchase Orders.

**2.2** The Purchase Order constitutes an offer by the Buyer to purchase Products in accordance with these Terms and Conditions.

**2.3** The Purchase Order shall only be deemed to be accepted when Seller issues the written acceptance of the Purchase Order (the “Accepted Purchase Order”).

**2.4** These Terms and Conditions prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its Purchase Order or such terms.

**2.5** Fulfillment of Buyer's Purchase Order by Seller does not constitute acceptance by Seller of any of Buyer's terms and conditions and does not serve to modify or amend these Terms and Conditions.

**2.6** If a written contract signed by both Parties is in existence covering the sale of the Products covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms and Conditions.

**2.7** The Accepted Purchase Order and these Terms and Conditions (collectively, the “Agreement”) comprise the entire agreement between the Parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, and communications, both written and oral.

### 3. Shipment, delivery, title and risk of loss.

**3.1** Subject to Buyer's compliance of Section 4 and Section 5, Seller shall deliver the Products to the delivery location FCA Offanengo, 2010 Incoterms® (unless otherwise agreed in writing between the Parties in the applicable Accepted Purchase Order). If modifications to the Products to be delivered are agreed after the Purchase Order has

been accepted, the delivery date shall be extended accordingly.

**3.2** Title to Products shipped under any Accepted Purchase Order passes to Buyer upon full payment of the Price for such Products by Buyer.

**3.3** Risk of loss to Products shipped under any Purchase Order passes to Buyer in accordance with the agreed 2010 Incoterms® clause.

### 4. Price and payment.

**4.1** Buyer shall purchase the Products from Seller at the prices (“Prices”) set forth in the Accepted Purchase Order.

**4.2** Any additional costs, incurred by Seller in connection with the delivery, which are not covered by the agreed Incoterms® 2010 clause, including, but not limited to, inspection costs, consulate or certification fees, shall be borne by Buyer.

**4.3** All Prices are exclusive of all sales and/or use taxes, and any other similar taxes, duties and charges of any kind.

**4.4** If modifications to the Products to be delivered are agreed after the Purchase Order has been accepted, Seller may adjust the Prices accordingly.

**4.5** Buyer shall pay to Seller all invoiced amounts within 30 days from the date of such invoice, unless otherwise agreed in the Accepted Purchase Order.

**4.6** Buyer shall make all payments by wire transfer, in strict accordance with the instructions contained in the Accepted Purchase Order. Any payment shall be deemed to have been made only when Seller can dispose of the payments without reservation.

**4.7** Late payments shall be subject to interests in accordance with applicable laws and regulations.

**4.8** In addition to all other remedies available under the Agreement or at law, if Buyer fails to pay any amounts when due under the Agreement, Seller may terminate the Agreement pursuant to the terms of Section 7.1(a).

**4.9** Buyer shall pay all amounts due in full, without any set-off, counterclaim, deduction or withholding.

### 5. Other Buyer's obligations.

**5.1** With respect to the Products, Buyer shall (i) cooperate with Seller in all matters relating to the Products and provide such access to Buyer's premises, and such other facilities as may reasonably be requested by Seller, for the purposes of performing the Accepted Purchase Order; (ii) respond promptly to any Seller request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Seller to perform the Accepted Purchase Order; (iii) provide promptly such Buyer's materials or information (including but not limited to test materials free of charge and all technical specifications of the Products) as Seller may reasonably request to perform the Accepted Purchase



Order in a timely manner and ensure that such Buyer's materials or information are complete and accurate in all respects; (iv) Buyer shall, at its own expense, maintain and carry in full force and effect a proper commercial general liability (including product liability) with financially sound and reputable insurers, and upon Seller's request, shall provide Seller with a certificate of insurance evidencing such insurance coverage; and (v) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Products.

**5.2** In addition to all other remedies available under the Agreement or at law, if Buyer fails to comply with any obligations under the Agreement, Seller may terminate the Agreement pursuant to the terms of Section 7.1(b).

### **6. Product warranty.**

**6.1** Seller warrants to Buyer (the "Product Warranty") that: a) for a period of 12 months from Seller's shipment of the Products (the "Warranty Period"), each Product will materially conform to the specifications set forth in the applicable Accepted Purchase Order and will be free from significant defects in material and workmanship; and b) Buyer will receive good and valid title to all Products, free and clear of all encumbrances and liens of any kind.

**6.2** The Product Warranty does not apply to any Product that: a) has been subjected to abuse, misuse, negligence, accident, improper testing, improper installation, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions or use contrary to any instructions issued by Seller; or b) has been reconstructed, repaired or altered by any persons or entities other than Seller or its authorized representatives; or c) has been used with any third-party products that has not been previously approved in writing by Seller; d) is defective due to normal wear and tear.

**6.3** During the Warranty Period, with respect to any allegedly defective Product: a) within 2 weeks from its discovery Buyer shall notify Seller, in writing, of any alleged defect; b) at its own costs Buyer will make available to Seller the allegedly defective Products; c) subject to the Product Warranty limitations set forth in this Section 6, if Seller's inspection and testing reveals, to Seller's reasonable satisfaction, that such Product is defective, Seller shall in its sole discretion and at its expense, repair or replace such defective Product or reimburse to Purchaser the Price of the defective Products.

**6.4** Notwithstanding any other provision of the Agreement, this Section 6 contains Buyer's exclusive remedy for defective Products. Buyer's remedy under this Section 6 is conditioned upon Buyer's compliance with its obligation to promptly notify Seller, in writing, of any alleged defects.

**6.5** Except for the Product Warranty set forth in this Section 6, Seller has made or makes no express or implied representation or warranty whatsoever, either oral or written, including any warranties of merchantability, fitness for a particular purpose, non-infringement or performance of products to standards specific to the country of import.

**6.6** Buyer acknowledges that the Products purchased by Buyer under the Agreement may contain, be contained in, incorporated into, attached to or packaged together with products manufactured by a third party. These third-party

products are not covered by the Product Warranty.

### **7. Termination.**

**7.1** Seller may terminate the Agreement effective immediately, by providing written notice to Buyer: a) if Buyer fails to pay any amount when due under the Agreement ("Payment Failure"); b) if Buyer is in breach of any provision of the Agreement (other than committing a Payment Failure), and either the breach cannot be cured or, if the breach can be cured, it is not cured by Buyer within a commercially reasonable period of time (in no case exceeding 30 days) after Buyer's receipt of written notice of such breach; c) if Buyer becomes subject to any proceeding under any domestic or foreign bankruptcy or insolvency law; d) if a change in control of Buyer occurs.

**7.2** Seller shall not be liable to Buyer for any damage of any kind (whether direct or indirect) incurred by Buyer by reason of the expiration or earlier termination of the Agreement.

**7.3** Termination of the Agreement will not constitute a waiver of Seller's rights, remedies or defenses under the Agreement, at law, or otherwise.

### **8. Returns and Cancellations**

**8.1** No product shall be returned by the Buyer without prior approval by the Seller.

**8.2** Should it be necessary, the Buyer may, within 48 hours of the Acceptance of the Purchase Order by the Seller, request changes or cancellation of said Order. After this period, the Seller reserves the right not to accept cancellations, and Buyer shall bear all costs and conditions agreed upon in the Approved Purchase Order.

### **9. Limitation of Liability.**

**9.1** In no event shall each Party be liable for consequential or indirect damages, lost profits or revenues, arising out of or relating to any breach of the Agreement.

**9.2** In no event shall each Party's aggregate liability arising out of or related to the Agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the total of the amounts paid to Seller pursuant to the relevant Accepted Purchase Order.

**9.3** The limitation of liability set forth in this Section 9 shall not apply to (i) liability resulting from the Parties' gross negligence or willful misconduct, and (ii) death or bodily injury resulting from the Parties' acts or omissions.

### **10. Intellectual Property Rights.**

**10.1** Buyer acknowledges and agrees that: a) Seller (or its licensors) will retain all Intellectual Property Rights used to create, embodied in, used in and otherwise relating to the Products and any of their component parts; b) any and all Seller's Intellectual Property Rights are the sole and exclusive property of Seller or its licensors; c) Buyer shall not acquire any ownership interest in any of Seller's Intellectual Property Rights under the Agreement; d) Buyer shall use Seller's Intellectual Property Rights only in accordance with the Agreement and any instructions of Seller.

**10.2** For the purpose of these Terms and Conditions "Intellectual Property Rights" means all industrial and



other intellectual property rights comprising or relating to: (a) patents; (b) trademarks; (c) internet domain names; (d) designs; (e) software and firmware; (f) trade secrets, business and technical information and know-how; and (g) all rights, interests and protections that are equivalent or similar to any of the foregoing, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, such rights or forms of protection pursuant to the laws of any jurisdiction throughout in any part of the world.

## 11. Confidentiality.

11.1 Each Party (as the “Disclosing Party”) may disclose to the other Party (as the “Receiving Party”) information about its business affairs, products and services, forecasts, confidential information and materials comprising or relating to Intellectual Property Rights, and other sensitive or proprietary information. Such information, as well as the terms of the Agreement, whether oral or written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential”, is collectively referred to as “Confidential Information” hereunder. Notwithstanding the foregoing, Confidential Information does not include information that: a) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section 11 by the Receiving Party; b) is required to be disclosed pursuant to applicable Law.

11.2 The Receiving Party shall, for 5 years from disclosure of such Confidential Information: a) protect and safeguard the confidentiality of the Disclosing Party’s Confidential Information; b) not use the Disclosing Party’s Confidential Information for any purpose other than to exercise its rights or perform its obligations under the Agreement; c) not disclose any such Confidential Information to any third party.

## 12. Force Majeure.

12.1 No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached the Agreement, for any failure or delay in fulfilling or performing any term of the Agreement (except for any obligations to make payments to the other Party), when and to the extent such failure or delay is caused by or results from the following force majeure events (“Force Majeure Events”): (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of the Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) shortage of adequate power or transportation facilities; and (j) other events beyond the control of the Party impacted by the Force Majeure Event (the “Impacted Party”).

12.2 The Impacted Party shall give notice promptly to the other Party, stating the period of time the occurrence is

expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

## 13. Buyer’s acts or omissions.

13.1 If Seller’s performance of its obligations under the Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants or employees, Seller shall not be deemed in breach of its obligations under the Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

## 14. Export Compliance

14.1 Buyer acknowledges and agrees that any Products’ delivery made by Seller is subject to compliance with all applicable export control and sanctions laws and regulations (“Export Control Laws”). Under the Export Control Laws, any goods supplied by Seller may not be, directly or indirectly, transferred to any entity or person with whom it is prohibited to entertain a commercial relationship under U.S. or EU legislation or pursuant to an order by any competent authority (“Blocked Person” and, collectively, “Blocked Persons”) or for restricted end uses.

14.2 Buyer represents and warrants not to sell or otherwise transfer the Products to any Blocked Person or to clients that are owned or controlled by, or acting for or on behalf of, directly or indirectly, one or more of such parties.

14.3 Buyer represents and warrants not to be a Blocked Person and undertakes to promptly inform Seller if its name appears on U.N., EU, U.S. Sanctions Lists. If the Buyer is or become a Blocked Person, Seller shall be entitled to terminate the Agreement without notice and compensation.

14.4 Buyer shall be fully liable to Seller for any consequence arising from the violation of any applicable Export Control Law, including but not limited to the unlawful diversion of use of the Products and/or to the use of the Products resulting in making economic resources available to any Blocked Parties. The Buyer undertake to transfer this provision on its sub-buyer.

14.5 In the event that Seller’s performance is prevented or made unreasonably difficult or commercially uneconomic by the occurrence of one of the following events (each an “Excusing Event”): (a) any change in the laws of the Italian Republic and/or the European Union, including, but not limited, to the adoption of restrictive measures of any kind; (b) any amendment, extension or revision, or any change in the interpretation, by any court, tribunal or regulatory authority with competent jurisdiction, of any laws existing at the time of execution of this Agreement; (c) failure to obtain any authorization, permit or license for the sale, supply, transfer or export of the products by any competent authority and/or failure to obtain the prior



authorization of transfers of funds as provided for in the regulations of the European Union, as in force from time to time, by any competent authority; (d) any other event, whether or not similar to the ones specified above, outside the control of the Party against whom the claim would be otherwise made; then Seller and the Buyer shall consult and agree on the necessary arrangements as well as on the steps to be taken to ensure the regular implementation of the transaction. The fulfillment of the Parties' respective obligations will be suspended during the consultation period. In case after the consultation it appears that the transaction cannot be further implemented because it has become invalid or unlawful under any applicable law, the Parties shall make in good faith the necessary arrangements for mitigating any possible prejudice. In case the transaction will not be unlawful or invalid per se, but the performance of either one of the Parties becomes impossible or uneconomic, the implementation of the transaction shall be suspended until the Excusing Event terminates and the Parties shall strive to minimize the prejudice determined to each of them by such suspension.

#### **15. No Exportation clause**

**15.1** Buyer covenants, represents and warrants that the Products supplied from Seller will not be sold, supplied, transferred or exported, directly or indirectly (including by means of representatives, agents, distributors or any third parties), to any natural or legal person, entity or body in the Russian Federation and/or re-exported for use in the Russian Federation, or transferred for intended final use in the territory of the Russian Federation.

**15.2** Buyer covenants to ensure that a similar provision is inserted in all its contracts with third parties having as their object the Products and undertakes to promptly notify Seller all such contracts as well as all breaches of the above covenants, representations, and warranties.

**15.3** Buyer acknowledges that Seller is under a duty to notify the national authorities any breach of the above covenants, representations, and warranties.

**15.4** In case of breach of any of the above covenants, representations and warranties by Buyer at any time, Seller shall be entitled to terminate the sale contract and all other pending sale contracts executed between Seller and Buyer pursuant to its applicable national law by written notice, without prejudice to its right to immediately receive all the contractual consideration irrespective of any contractual delayed payment provision in the Contract and claim damages and take any legal actions.

**15.5** Buyer shall indemnify and hold harmless Seller against any liability, losses, damages (including reputational damages) or costs (including any legal costs) incurred or suffered by Seller as a result of any such breach.

#### **16. Miscellaneous.**

**16.1** Seller and Buyer are independent contracting parties. Nothing in the Agreement creates any agency, joint venture, partnership or other form of joint enterprise relationship between the Parties. Neither Party has any right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement or undertaking with any third party.

**16.2** If any term or provision of the Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability does not affect any other term or provision of the Agreement.

**16.3** No amendment of the Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

**16.4** No waiver by each Party of any of the provisions of the Agreement is effective unless explicitly set forth in writing and signed by such Party.

**16.5** Buyer may not assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of Seller.

#### **17. Privacy Policy**

**17.1** The Parties engage themselves to be in compliance with the privacy principles set forth in the Exhibit 1 of this Agreement 'Privacy Policy'.

#### **18. Governing Law.**

**18.1** The Agreement and all matters arising out of or relating to the Agreement are governed by, and construed in accordance with, the Laws of Switzerland. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to the Agreement.

#### **19. Arbitration.**

**19.1** Each Party irrevocably and unconditionally agrees that any dispute or claim arising out of or in connection with the Agreement, or its subject matter or formation, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by 3 (three) arbitrators appointed in accordance with said rules. The place of arbitration shall be Zurich, Switzerland. The language of arbitration shall be English.



## EXHIBIT 1 – Privacy Policy

### GDM

#### Privacy Policy for Client

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### **1. General provisions**

- 1.1 Introduction.** GDM Spa, with its registered office in Bologna, Via Battindarno 91 (“Company” o “Data Controller”), will process your personal data as data controller. The Company, in accordance with the Coesia Group commitment to international compliance with data protection laws, will process your personal data according to any national legislation in force on personal data protection (“National Data Protection Laws”) and the EU General Data Protection Regulation 2016/679 *on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing the Directive 95/46/EC (“GDPR”)*. This Privacy Policy explains how information and data identifying individuals (“Personal Data”) are processed.
- 1.2 Data Controller.** The Company will act as Data Controller under art. 24 of GDPR of your personal data.
- 1.3 Amendments.** Coesia Group reserves the right to amend and update the Privacy Policy as a result of any further new or revised provisions of any national and EU laws and regulations on personal data protection.
- 1.4 Applicable rules.** Coesia Group processes Personal Data in accordance with: (i) provisions of the National Data Protection Law; (ii) provisions of the GDPR and, in particular, with the principles set forth in the same, such as, inter alia, lawfulness, fairness and transparency, purpose limitation, data adequacy and minimisation, accountability, accuracy, and – prior to any processing activity – the principles of privacy by design and privacy by default; (iii) guidelines and decisions issued by the competent supervisory authority (“Supervisory Authority”).
- 1.5 Principles applicable to the data processing.** The Company will process your Personal Data in compliance with principles of lawfulness, fairness and transparency, purpose limitation, data adequacy and minimisation, accountability, accuracy, and – prior to any processing activity – the principles of privacy by design and privacy by default.

### **2. Data subjects**

- 2.1 Data subjects.** Company processing activities relate to Clients’ personal data and, in some cases, of their employees or staff hired by the Clients.

### **3. Types and source of processed Personal Data**

- 3.1 Identification data.** The Company processes Clients’ personal data and, in some cases, of their employees or staff hired by the Clients, that consist of:
- a) common personal data (such as, for example, name, surname, social security number, phone number, ecc.);
  - b) any other document or information that you decide to provide us.
- 3.2 Source of personal data.** The Company processes Personal Data provided by Clients or collected by other sources, such as, public or publicly available sources.



#### 4. Legal basis for and purposes of processing the Personal Data. Period of data retention

**4.1 Legal basis and purposes.** The Company will process your Personal Data for the following purposes, as specified in the table here in below, in which is furthermore highlighted (a) the legal base for the processing of Personal Data as well as (b) the period of data retention:

	Purposes	Legal Base	Data retention
A.	Administrative and accounting management	Contract / Leal obligation	10 years since the end of the contract
B.	Marketing	Legitimate Interest	Opt-out

We inform you that, pursuant to artt. 5 and 89, co. 1 of the GDPR, your personal data may be stored for longer periods of time than specified in the previous paragraph for statistical purposes only.

**4.2 Mandatory supply of Personal Data.** Subject to what specified above, the provision of Personal Data for the purpose A) is mandatory. The failure to provide Personal Data may entail failure to execution of the contract.

**4.3 Opt-out.** Subject to what specified above, it is possible to exercise the opt-out at any time for the purpose B), using the link in the e-mails or writing to: [privacy@gdm-spa.it](mailto:privacy@gdm-spa.it).

#### 5. Persons in charge of the processing and processors

**5.1 Persons in charge of the processing.** The Company may appoint as persons in charge of the processing the persons that will process your Personal Data, providing them instructions, instruments and training needed to process your according to the applicable Data Protection Law.

**5.2 Processors.** The Company may designate as processors other Coesia Group' Companies or external entities, that will process your Personal Data according with the purposes described above. The complete list of all processors is available at the Company' office.

#### 6. Method and place of processing, transfer of personal data

**6.1 Methods of processing.** The Personal Data of Data Subjects are processed through automated and manual procedures.

**6.2 Place of automated data processing.** Processing of Personal Data is made by the Company and/or by the processors appointed by the Company. Personal Data are stored in the head offices of the Coesia Group's companies where the physical servers are and in some cases on servers of third parties.

**6.3 Transfer of Personal Data.** Personal Data will not be transferred to third countries outside the EU. If this will happen, the transfer of Personal Data shall be made in compliance with the provisions of chapter V of the GDPR.

**6.4 Dissemination of Personal Data.** Personal Data will not be disseminated.

#### 7. Data Subjects' rights

**7.1 Rights.** Data Subjects may directly address to the Controller in order to enforce their rights according to provisions of National Data Protection Laws and to the GDPR (articles 15 and subsequent articles), and, in particular, to have access to their own Personal Data, obtain updating and rectification or erasure of the same, restriction of processing, object on legitimate grounds to processing of their Personal Data as well as obtain data portability by sending an email to the email address: [privacy@gdm-spa.it](mailto:privacy@gdm-spa.it).

**7.2 Complaint.** The above notwithstanding, the Data Subjects may lodge a complaint with the competent Supervisory Authority, in order to enforce their rights.