

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. Definitions

Within these conditions the terms indicated below assume the meaning specified for each as follows:

- a) "DKC": the company DKC EUROPE S.r.l.;
- b) "Supplier": the company entrusted by DKC EUROPE to perform the individual activities as explained below;
- c) "Party" or "Parties": DKC EUROPE and the supplier considered individually or jointly;
- d) "Order" or "Orders": the purchase order issued by DKC EUROPE to the Supplier;
- e) "Recall": a request for the partial delivery of the Products;
- f) "Equipment": equipment granted on loan for use by DKC to the Supplier for manufacturing the Products;
- g) "Storage period": period of time (e.g. quarterly, half-yearly, annual, etc.) during which the Supplier guarantees the availability and the delivery of the Products to DKC on the basis of the production programme indicated in the order;
- h) "General terms and conditions": the general terms and conditions specified herein.

2. Validity of the General terms and conditions

- 2.1 The General terms and conditions form an integral part of the Agreement, unless otherwise defined in the Order.
- 2.2 These General terms and conditions apply for an indefinite period of time with effect from the date on which they were signed and annul and replace all previous terms and conditions stipulated between the Supplier and DKC.
- 2.3 The General terms and conditions are nonetheless deemed to be known and fully accepted by the Supplier by virtue of the reception and/or signing and/or execution of the Order by the latter.
- 2.4 The Supplier may not invoke nor oppose different terms and conditions to those contained in the General terms and conditions and in the Order. Consequently, any conditions specified in writing on the Supplier's Offer, during any phase of the contractual negotiation and subsequently to the acceptance of the General terms and conditions, or when the Order is issued, or nonetheless indicated on its brochures, catalogues, publications, drawings or invoices, shall not be valid.

3 Acceptance of the Order

- 3.1 The Order, which can be transmitted by DKC via e-mail or equivalent computerised

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support, shall be regarded as accepted by the Supplier once the latter sends a copy of the order form or letter of assignment signed by the legal representative or by another subject vested with the necessary power of attorney, or following delivery of the confirmation on the Supplier's form.

- 3.2 The Order shall be regarded as accepted when the Supplier executes it or, nonetheless, if within 5 days from its sending, the Supplier fails to communicate in writing that it does not intend executing the Order.
- 3.3 If the Supplier's acceptance contains new or different terms and conditions to those contained in the Order, it shall be regarded as a new and non-binding proposal for DKC, unless the latter expressly accepts it in writing.

4 ***Continuity of supplies***

- 4.1 In order to guarantee continuity of the supplies and avoid that their sudden interruption may seriously damage DKC, the Supplier undertakes to communicate in writing to DKC its intention not to execute future Orders with due notice, nonetheless not inferior to 12 months or to a different term agreed upon in writing between the Parties.
- 4.2 Within the same term stated in the previous point, the Supplier undertakes to communicate to DKC any changes of an aesthetic, functional, performance-related and technical nature to the products such that these could become unsuitable for use by DKC.
- 4.3 For each month of failed notice pursuant to Arts. 4.1 and 4.2, the Supplier must pay to DKC a penalty amounting to 3 times the average monthly turnover recorded with DKC over the 24 months preceding the last delivery of Products made, without prejudice to compensation for further damage suffered by DKC.

5 ***Prices, payments and invoicing***

- 5.1 The prices indicated in the Order are fixed and invariable and, nonetheless, not subject to any reviewing, unless otherwise agreed in the Order itself.
Any price increases for any whatsoever reason shall be deemed valid and binding for DKC only if accepted in writing in advance by the latter.
- 5.2 The payments shall be made by DKC, once it receives the invoice, according to the terms and methods indicated in the Order. If the Order was submitted through an order form, the invoice must specify the number and the order line indicating the single Activities and/or Products to which the invoice refers, and the details of the transport document(s), if any.
- 5.3 It remains agreed that, in case of contractual non-fulfilment by the Supplier during the execution of any one of the orders, DKC is entitled to suspend the payments pursuant to

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Art. 1460 of the (Italian) Civil Code.

- 5.4 If the Supplier is responsible for the payment of penalties in favour of DKC, the relative amount can be regularly invoiced by DKC to the Supplier and withheld from the payments due, if these are sufficient. Should they not be sufficient, the difference must be paid by the Supplier behind a simple written request by DKC within a reasonable period of time.
- 5.5 DKC is entitled to withhold the sums due for the payment of defective and/or missing Products until the Products have been replaced, repaired and/or delivered.

6 Ownership, deliveries and penalties

- 6.1 Ownership of the Products is transferred from the Supplier to DKC when the Products are delivered according to the shipping terms agreed upon between the Parties, also pursuant to Incoterms 2010.
- 6.2 The Order may include provisions for the Products to be delivered (i) at a fixed date or (ii) on the basis of periodic production programmes, with DKC entitled to request partial deliveries of the Product through Recalls, during the storage period indicated in the Order.
- 6.3 In particular, the execution of Orders on the basis of periodic production programmes takes place according to the following procedure:
- a) The Order is issued by DKC at least 30 days before the start of the storage period;
 - b) During each storage period, and up to the successive term indicated in the Order, DKC can request the Supplier, through single Recalls issued on the basis of its requirements, partial deliveries of the Products in accordance with any minimum batches indicated in the Order;
 - c) In order to satisfy the possible increase in the demand for the Products by the market, during the entire storage period the Supplier shall always keep a minimum stock of Products available for DKC (the so-called “safety stock”) amounting to the quantity indicated in the Order;
 - d) The Supplier must manage the safety stock according to the FIFO (first in first out) method and, if the stock decreases or finishes, restore the minimum quantity within maximum two weeks; moreover, the Supplier henceforth authorises DKC to conduct – with notice – inspections at its warehouses in order to ascertain the existence of the safety stock.
- 6.4 In order to allow the Supplier to optimally manage production, DKC, on request of the Supplier, can send to the latter its forecasts for the purchase of the Products. It remains agreed that these purchase forecasts are purely indicative and cannot be deemed binding for DKC.

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- 6.5 The Products must be delivered to the intended destination within the terms and under the conditions specified in the Order itself or in the single Recalls.
- 6.6 The delivery times specified in the Order or in the Recall are mandatory and essential.
- 6.7 If the Products are not delivered within the established terms, DKC can demand the Supplier to pay a penalty amounting to 3% of the value of the entire Order relative to the material delivered with delay, for every working week of delay, up to maximum 30% of its value, without prejudice to compensation for any further damages. If the delay in delivery exceeds three weeks, DKC shall be entitled to cancel the Order wholly or partly.
- 6.8 The application of the penalty and the cancellation of the Order do not limit the right to compensation for any further damages suffered by DKC.

7 *Transport documents and invoices*

- 7.1 The supplied Products must always be accompanied by transport documents, drawn up in accordance with the applicable regulations and containing the express indication of the date and number of the reference Order; in the absence thereof, DKC may refuse the deliveries.
- 7.2 The invoices must be sent to the head office of DKC within the terms defined by the law and any invoices on which the Supplier fails to distinctly indicate the number and date of the reference Order, plus the data of the relative transport documents, will not be accepted.

8. *Logistics and packaging*

- 8.1 The Products must be delivered by the Supplier in accordance with the official DKC logistics procedure. For each non-conformity in relation to this procedure, DKC may request the Supplier to pay a penalty amounting to 50.00 Euro.
- 8.2 The packaging for the goods supplied is disposable, unless otherwise agreed in writing.
- 8.3 The packaging must nonetheless be appropriate for the material supplied and the intended transport vehicle: any damages to the supplied goods shall be ascribed to the Supplier regardless of the shipping conditions.
- 8.4 DKC reserves the right not to withdraw the Products if the unloading activities cannot be performed safely, due to the dangerous conditions of the transport or of the relative positioning of the goods on the vehicle used by the Supplier or by the carrier entrusted by the latter with the delivery.

9. *Excess supply*

- 9.1 DKC shall not be compelled to purchase, keep or return any goods supplied in excess of the quantities defined in the Order, and shall not have any responsibility thereof, even if said

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goods have already been temporarily deposited in the DKC warehouses.

- 9.2 DKC shall be entitled to return the excess goods mentioned above at the expense of the Supplier, which shall exclusively bear the risks associated with the excess goods.

10. Inspection of the Products

- 10.1 The Supplier must deliver the products after they have been inspected for the absence of flaws and/or defects, as well as for their conformity to any technical specifications agreed upon between the Parties.
- 10.2 The Products supplied by the Supplier can be commercialised by DKC or used to manufacture finished products (in the case of raw materials, semi-processed goods or components) without DKC being compelled to inspect them in advance for the absence of flaws and/or defects, and for their conformity to any technical specifications. As a result, the delivery of the Products does not constitute acceptance of the latter by DKC.
- 10.3 DKC is nonetheless entitled to conduct spot checks to verify the conditions, state, quantity and quality of the Products.

11. Guarantees for flaws and/or defects

- 11.1 The Supplier guarantees that the Products are free of flaws and/or defects of any type and that they conform to any technical specifications agreed upon between the Parties.
- 11.2 DKC, in derogation from the provisions of the (Italian) Civil Code, can report flaws and/or defects within 15 days from their discovery and, nonetheless, within 5 years from the relative delivery.
- 11.3 If any Products are found to have flaws and/or defects or to be non-conforming, DKC can request their replacement or the full or partial cancellation of the Order, returning the Products at the expense and risk of the Supplier or withholding the goods already delivered, without prejudice to the right to claim damage compensation.
- 11.4 In the event of damages caused by flaws and/or defects on the Products, the Supplier shall be responsible for all direct and indirect damages suffered by DKC, by the latter's customers and by end users, and for any costs sustained by DKC for whatsoever reason in relation to said Products. Moreover, the Supplier undertakes to waive and hold harmless DKC from any claim that should be submitted towards it for damages caused by the Products, and to intervene in any judicial or non-judicial litigation in which DKC should become involved, in order to obtain its removal from the proceedings.
- 11.5 Without prejudice to that stated in the previous clause, the Supplier undertakes to stipulate and maintain throughout the entire supply relationship an insurance policy for adequately

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covering potential damages caused by flaws and/or defects of its Products.

12. Force majeure

- 12.1 Whenever the supply cannot be made due to reasons pertaining to force majeure, the delivery terms are extended for a period of time equal to the duration of the force majeure event. The Supplier must nonetheless inform DKC without delay of the arising or cessation of the force majeure event and undertake all the necessary steps to overcome the related difficulties and to contain potential damages for DKC.
- 12.2 If the force majeure event determines a significant delay in the delivery, DKC shall be entitled to revoke/cancel the Order, wholly or partly, by informing the Supplier in writing.

13. Sub-supply, transfer of Orders and assignment of credit

- 13.1 Every sub-supply, transfer or assignment of Orders to third parties, also in the case of consortium companies, must be authorised in advance in writing by DKC. It is agreed that the Supplier shall nonetheless be liable for said third parties and for their employees.
- 13.2 In case of transfer or assignment to third parties, the transferee or assignee must in turn undertake to observe these General terms and conditions.
- 13.3 Unless otherwise agreed in writing, the Supplier is forbidden from transferring, even in the context of a factoring contract, accrued receivables or future receivables generated through DKC.

14. Origin of the Products and hazardous materials

- 14.1 The Supplier undertakes to transmit to DKC, annually or whenever requested by DKC, a statement containing the declaration of origin of the Products pursuant to the applicable European or national regulations, and to promptly communicate any relative variation.
- 14.2 The Supplier undertakes to expressly indicate in writing to DKC any new information relative to the hazardousness of the ordered goods, in order to prevent potential accidents to people and damage to objects.
- 14.3 In the event of non-fulfilment, the Supplier is the sole subject responsible for any harm caused to people and damage to objects.

15. Conformity of the Products

- 15.1 The Supplier undertakes to observe all the provisions relative to substances regulated and/or banned in the European Union and, in particular, those indicated in Regulation (EC) No. 2006/1907 (REACH), as amended by the subsequent modifications and additions.

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More specifically, the Supplier undertakes to:

- a) systematically observe the laws and regulations on the ban or restriction on the use of products or substances in force in the European Union when issuing the Orders or delivering the Products;
- b) inform DKC, within 45 days from the publication of each update to the candidate list of the REACH Regulation, of the presence (where relevant) in the Products supplied of the substances indicated in the candidate list.

15.2 The Supplier, also in the event that it manufactures or commercialises products outside the European Union, guarantees that all Products it will supply to DKC conform to the following European regulations (EU Regulations), as amended by the subsequent modifications and additions, where applicable:

- Directive 2011/65/EU (so-called RoHS II Directive), regardless of whether or not the Products are subject to the application of this directive;
- Directive 2014/35/EU (so-called Low-Voltage Directive);
- Directive 2014/30/EU (so-called Electromagnetic Compatibility Directive);
- Directive 2014/34/EC (so-called ATEX Directive);
- Directive 2015/53/EU (so-called RED Directive);
- Directive 2009/125/EC (so-called EP Directive) and subsequent regulations containing the relative implementation measures;
- Directive 2010/30/EC (so-called Energy Labelling Directive);
- Regulation (EU) 305/2011 (so-called Construction Products Directive);
- Directive 2012/19/EU (so-called WEEE Directive);
- Directive 2006/66/EC on batteries and accumulators and waste batteries and accumulators.

15.3 The Supplier also undertakes to stay informed on and keep up-to-date with future developments, amendments and additions to the REACH Regulation and to the EU regulations and ensures that the Products, at the date of delivery, will always be conforming to these regulations. The Supplier therefore undertakes to deliver to DKC exclusively products conforming to the regulatory requirements.

15.4 If the Products fail to conform to the provisions of the REACH Regulation or to the European regulations, or if their conformity is no longer guaranteed as a result of changes to the Products or amendments to the contents of these regulations, the Supplier shall inform DKC promptly and in advance, specifying the reasons for the non-conformity.

15.5 The Supplier also undertakes, at the mere request of DKC, to make available to the latter all the documentation certifying conformity of the Products to the REACH Regulation and to the

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European regulations, including the declarations of conformity, test reports, technical documents and any other necessary document.

- 15.6 Should DKC discover that the Products or parts of these fail to conform to the REACH Regulation or to the EU regulations, it may demand their replacement at the same contractual conditions of the Order, or the full or partial cancellation of the Order itself, by returning the goods at the expense and risk of the supplier, without prejudice to claim compensation for damages. In case of replacement of Products, this must occur in the shortest possible time and nonetheless by and no later than the delivery term defined by DKC, under penalty of cancellation.
- 15.7 The Products that do not fall within the field of application of the above-mentioned regulations must nonetheless conform to Directive 2001/95/EC (“General Product Safety”), where applicable. Moreover, each Product must always be designed, manufactured and tested in conformity to the relative harmonised EU standards or, where lacking thereof, by order of priority to the relative international standards (IEC or ISO) or to the standards issued by the national technical committees. If there are no applicable standards, the Product must conform to a test specification that must be agreed upon between the Parties.
- 15.8 Conformity to European directives is indicated through the affixing of the CE marking and any further graphic symbols or markings prescribed for the Product and/or its packaging and/or its instruction manual.

16. Personnel of the Supplier and workplace safety

- 16.1 The Supplier guarantees that the Orders executed by personnel under its direction regularly hired through an employment contract conforming to the applicable regulations, without any form of unlawful exploitation of the workforce and with the organisation of means required for ensuring the best possible execution of the Orders in accordance with the applicable regulations. To this aim, the Supplier undertakes to deliver, on request of DKC, the documentation deemed appropriate by the latter, in order to verify the observance of that specified above.
- 16.2 The Supplier guarantees that the Products are manufactured in workplaces and using machinery and equipment conforming to the applicable safety, hygiene and health requirements. In particular, the Supplier guarantees the observance of the occupational safety regulations regardless of where the premises in which the Order is executed are located.
- 16.3 The Supplier is therefore obliged to perform all the necessary and appropriate actions to ensure that its personnel rigorously observes the legal provisions on occupational safety and also regarding any equipment and materials owned by DKC that the Supplier is using.

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16.4 If DKC personnel must be present at the Supplier's premises, the latter, pursuant to the occupational health and safety regulations, must provide said personnel with detailed information on the specific risks present in its work environments and on the prevention and emergency measures adopted, as well as all the necessary equipment and devices for ensuring their health and safety. Moreover, the Supplier undertakes to implement all the measures deemed useful or merely appropriate for eliminating any interference risks from its work environments. The Supplier must also guarantee the assistance of a responsible person of its company to whom DKC personnel can refer during the entire duration of their stay in the work environments.

17. Equipment

- 17.1 DKC, if necessary or envisaged, makes available to the Supplier, on loan for use and according to that set forth in Art. 72 of (Italian) Legislative Decree 81/2008, the equipment indicated in a separate list signed by both Parties, which is updated periodically whenever necessary.
- 17.2 The Supplier undertakes to verify that the Equipment is in good condition, properly maintained and in good working order for the purpose of safety, and also suitable for its intended use.
- 17.3 The Supplier must store and use the Equipment with the utmost care and diligence and is entitled to use it for its intended use, while maintaining it in good working order. Pursuant to Art. 72 of (Italian) Legislative Decree 81/2008, the Supplier must transmit to DKC a communication indicating the people assigned to use the Equipment, who must be adequately trained by the Supplier on its use and operate in accordance with the applicable regulations.
- 17.4 Upon being returned, the Equipment must be delivered back in the condition in which it was granted, taking into account normal deterioration owing to its use. DKC is entitled to verify the existence and state of conservation of the Equipment at any time.
- 17.5 DKC is expressly exempted by the Supplier from any liability for damages that it or third parties may suffer due to use of the Equipment. Therefore, the Supplier shall be the sole subject responsible in this case.
- 17.6 Any routine and extraordinary maintenance interventions on the Equipment shall be governed by appropriate written agreements stipulated between the Parties.
- 17.7 The Equipment is and remains the property of DKC and in no case whatsoever shall the Supplier be authorised to use it to manufacture products for third parties, for own purposes or in quantities exceeding those ordered by DKC: the Supplier is also forbidden from reproducing the Equipment and subjecting it to reverse engineering.

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- 17.8 Once the supply agreement expires or on request of DKC, the Equipment must be promptly returned to DKC in efficient working order and without any damage, with the exception of normal wear and tear.
- 17.9 The Supplier may grant the Equipment on loan for use to third parties only behind written authorisation from DKC. The Supplier remains responsible towards DKC for any non-fulfilment of the above-mentioned obligations by third parties.

18. Industrial and intellectual property of DKC

- 18.1 The Supplier undertakes not to disclose and to treat as confidential all technical information, projects, drawings, models, prototypes, formulas and market knowledge received from DKC or of which it comes to know during or for the purpose of the execution of the Orders.
- 18.2 DKC retains the industrial and intellectual property of projects and drawings and, in general, of all technical information and know-how transmitted to the Supplier or of which it has come to know during or for the purpose of the execution of the Orders, and which the Supplier can use exclusively for manufacturing and supplying the Products. On request of DKC, the Supplier undertakes to immediately cease to use and to return to DKC all documentation received from the latter.
- 18.3 The provision by DKC of its own know-how cannot in any way constitute the granting of any intellectual or industrial property right, or the right of any other capacity in favour of the Supplier.
- 18.4 In the event that, in relation to the works carried out, the Supplier makes an invention, it shall make available to DKC any documentation necessary or useful for the relative production implementation. In relation to these inventions and the relative industrial property rights, DKC shall be automatically granted the licence right for the production, sale and use.
- 18.5 Where requested by DKC, the Supplier undertakes to affix the DKC trademark on the goods ordered, without this implying the granting of the right to use said trademark.

19. Guarantee on the industrial and intellectual property of the Supplier

- 19.1 If the Products are manufactured by the Supplier not on the basis of technical information, projects, drawings or models of DKC, the Supplier assures DKC to be the legitimate owner of every industrial and intellectual property right and, if not, to have obtained authorisation from the respective owners to use the aforementioned rights in order to fulfil the Orders.
- 19.2 The Supplier undertakes to waive and hold harmless DKC from any judicial and non-judicial request and from any liability, loss, costs, damages and expenses, including legal, that DKC should receive or sustain following third-party claims concerning breaches to the rights and entitlements of others. DKC shall promptly notify the Supplier of the existence of the aforementioned requests and the Supplier undertakes to participate in the proceeding so

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as to obtain the removal of DKC.

- 19.3 If a judicial authority, an arbitration court or an extra-judicial agreement should clearly acknowledge the breach of a patent or industrial or intellectual property right, or if the Supplier deems that the Products could breach the industrial property rights of other parties, the Supplier, at its own expense and at the discretion of DKC, undertakes to: (i) obtain the right, in favour of DKC, to continue with the commercialisation and use of the Products worldwide; (ii) replace the Products with other similar products; (iii) modify the Products so as to forbid the breach of third-party rights; (iv) accept the return of the Products and refund DKC the price and additional expenses associated with the supply, such, as, for example, the delivery/replacement and installation/dismantling costs, without prejudice to any additional rights of DKC.

20. **Privacy**

- 20.1 DKC and the Supplier undertake to process any personal data they should come to know of in the context of the described activities in conformity to the provisions of (Italian) Legislative Decree 196/2003, and pursuant to Regulation (EU) 697/2016 and (Italian) Legislative Decree 101/2018 concerning personal data protection.
- 20.2 To this aim, the Purchaser declares to have read the relative privacy disclosure on the Internet website www.DKCEurope.com.

21. **Confidentiality**

- 21.1 Any information, data, knowledge, invention (patented or patentable), drawing, technical or production-related document, know-how, and any new information of a technical, commercial, marketing, economic, financial and administrative nature relative to DKC, in any form (written, oral, magnetic or electronic, via direct vision, etc.), which the Supplier comes to know of during the supply relationship, and that cannot be objectively deemed to be of public domain, shall be strictly confidential and reserved ("reserved information").
- 21.2 With reference to the above-mentioned information, the Supplier agrees the following:
- Not to sell, diffuse or communicate to third parties directly or indirectly, wholly or partly, in any form and in any capacity, the reserved information, without prior express written authorisation from DKC;
 - Not to use in any way, wholly or partly, the reserved information for aims other than those related to the supply relationship;
 - Not to copy, duplicate, reproduce or record the reserved information in any form and with any means, unless strictly necessary for fulfilling the supply;
 - To directly guarantee the observance of these commitments also by its employees and collaborators;

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- e) To process and store all reserved information with the utmost care and attention, avoiding any behaviour likely to breach the confidentiality obligation;
- f) To return to DKC, at the end of the supply relationship, any reserved information received;

21.3 The Supplier shall observe the above obligations indefinitely, also subsequently to the end of any relationship with DKC.

22. Prohibition of advertising

22.1 The Supplier is forbidden from diffusing any form of advertising referring to the services rendered to DKC.

22.2 In derogation from this prohibition and at its own unquestionable discretion, DKC may grant the Supplier authorisations of a case-by-case basis for special forms of advertising to be executed in the prescribed manner.

23. Express termination clause

23.1 In the event of non-fulfilment or inexact or partial execution by the Supplier of the obligations set forth in Arts. 4, 6, 11, 12, 13, 14, 15, 16, 17, 18, 19, 21, 22, DKC, pursuant to Art. 1456 of the (Italian) Civil Code, may cancel the Orders and declare the supply relationship terminated via a mere written communication sent to the Supplier, without prejudice to the right to claim compensation for any resulting damages.

23.2 In the same manner specified in the previous point, DKC may cancel the Orders and declare the supply relationship terminated in the event of death, judicial custody, bankruptcy, admission to insolvency proceedings or insolvency of the Supplier, and also if the latter is unable to meet its commitments or modifies its company structure in a way that introduces factors jeopardising the configuration of the supply relationship.

24. Communication between the Parties

24.1 The Parties acknowledge and recognise that the exchange of information referred to the supply relationship (e.g. transmission and acceptance of orders, definition of the delivery terms, etc.) can occur, wholly or partly, also through “supply chain collaboration” tools used by DKC (such as, for example, active e-mails, Web portals or any other tools that DKC decides to implement).

24.2 The data and information communicated by one Party to the other Party through these communication tools shall be contractually valid and, therefore, effective and binding between the Parties.

25. Applicable law and competent court

25.1 The Orders, even if issued to foreign suppliers and for materials supplied from abroad, are

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governed by Italian law.

- 25.2 The application of the Vienna Convention on Contracts for the International Sale of Goods dated 11 April 1980, as well as other applicable conventions concerning international sales and governing conflicts between laws, is expressly excluded.
- 25.3 Any dispute arising between the Parties shall be subject to Italian jurisdiction and be exclusively settled by the Court of Milan, without prejudice to DKC's right to initiate judicial action where the Supplier is domiciled or resides.
- 25.4 At all events, summary payment order protection, as envisaged in Arts. 633 and subsequent of the (Italian) Code of Civil Procedure, is excluded, as is any other judicial protection assimilated to the latter (e.g. that set forth in Art. 186-*ter* of the Code of Civil Procedure).

DKC EUROPE

The Supplier

Vexatious clauses

Pursuant to and by effect of Arts. 1341 and 1342 of the (Italian) Civil Code, the Supplier declares to have read and expressly approve the following clauses of the General Terms and Conditions: Arts. 2 (Validity of the General Terms and Conditions), 3 (Acceptance of the Order), 4 (Continuity of supplies), 8 (Logistics and packaging), 9 (Excess supply), 10 (Inspection of the Products), 11 (Guarantees for flaws and/or defects), 13 (Sub-supply, transfer of Orders and assignment of credit), 14 (Origin of the Products and hazardous materials), 15 (Conformity of the Products), 17 (Equipment), 19 (Guarantee on the industrial and intellectual property of the Supplier); 21 (Confidentiality); 22 (Prohibition of advertising); 23 (Express termination clause); 25 (Applicable law and competent court)

The Supplier

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