

## GENERAL SALES CONDITIONS

### 1. Definitions

1.1 Within the following General Conditions the terms reported below shall have the meaning hereinafter specified:

- "RP" and/or "Seller" mean the company Rational Production S.r.l. (C.F. e P. IVA 02662870167), having its registered office in (24061) Albano S. Alessandro (BG), Via L. Galvani, n. 7/H, Italy.
- "Client" and/or "Buyer" mean a professional (person or entity), who requires the purchase of the Products.
- "Party" and/or "Parties" mean RP and the Client individually or jointly considered.
- "Products" and/or "Goods" mean all the products offered by RP and included within the catalogues of the Seller and/or listed on its official web site.
- "Purchase Order" means the order/s issued by the Client for the purchase of the Products and submitted to RP.
- "Offer" means the document issued by RP and submitted to the Buyer, including the General Conditions and all the other contractual details related to the sale of the Products as requested by the Client.
- "Contract" means the agreement entered into force by and between RP and the Client according to art. 4 of the General Conditions. The General Conditions shall be deemed incorporated as an integral part of each Contract involving the commercialization of the Products and they shall regulate its constitution, interpretation, execution and termination.
- "General Conditions" means the general sales conditions reported hereinafter whether:
  - a) delivered to the Client as a stand-alone document;
  - b) attached to (or in included in) the Offer issued by the Seller;
  - c) recalled within any of the previous documents, referring to the downloadable document from RP's website for the entire contractual discipline.

The General Conditions are at any time available and downloadable at the Seller's website at: [www.rationalproduction.com](http://www.rationalproduction.com)

### 2. Field of Application

2.1 The General Conditions shall apply to all Purchase Orders, Offer, Contract and agreement relating to the sale and delivery of the Products, regardless of whether this is a single transaction or a series of transactions based on a framework agreement between the Seller and the Buyer.

2.2 The Client under no circumstances shall be entitled to demand and/or enforce the application of terms and conditions other than those contained in the Offer and/or within the General Conditions. That being said:

- the other sales and/or purchase terms and conditions which may be specified by the Client by means of its Purchase Order (or in any other document issued by the Buyer) or, in any case, specified by the Client, orally and/or in writing, at any stage of the contractual negotiation and/or even after the conclusion of the Contract, and
- any general purchase conditions of the Client, regardless of the modalities by which they were brought to the attention of RP (including any reference to the Client's website)

shall not have any binding effect for the Parties. Therefore, the execution, even partial, of the Contract by RP, shall not imply and shall not be interpreted as a tacit or implicit acceptance of any other terms and conditions than those included in the Offer and in the General Condition.

2.3 The General Conditions shall apply only to the contractual relationship between RP and professionals (individuals and/or entity), so that Law n. 206/2005 (so called "Codice dei Consumatori"), and following modifications, shall not apply to the Contract.

2.4 Should Seller and Buyer agree in writing, by means of a duly authorized representative of both Parties, to special terms and conditions different from those set forth within the General Conditions, the first shall prevail over the second, provided that the General Conditions shall continue to be applicable for all the terms of the Contract not expressly derogated in writing by the Parties.

### 3. Purchase Order

3.1 Each Purchase Order shall have to be considered as an irrevocable offer to purchase the Products binding the Buyer for a period of 10 (ten) working days from the receipt of such Purchase Order by the Seller (hereinafter, "Term of Irrevocability").

3.2 It is understood that, in case the Client shall request the supply of Products with specific qualities and/or characteristics, the Buyer shall be required to clearly identify and include such special requests (in writing) within the Purchase Order. On the contrary, RP shall be entitled to supply the Products with their standard characteristics as provided in its Products catalogues. In any case, the Seller shall be entitled - at its own discretion - to refuse to perform those Products changes, customizations, modifications that may be requested by the Client.

3.3 After the expiry of the Term of Irrevocability (provided that no Contract has been concluded between the Parties), Buyer shall be entitled to withdraw its Purchase Order, provided that, in such cases, Client shall have to reimburse all the expenses eventually incurred by RP from the date of the receipt of the Purchase Order until the withdrawal date.

3.4 Notwithstanding what has been provided above, it is hereby understood that no cancellation of the Purchase Order shall be permitted or, in any case, effective once the Contract is executed (concluded) pursuant article 4 below.

### 4. Conclusion of the Contract

4.1 The Contract shall be executed through the following procedure:

- i. Whenever, alternatively:
  - a) Client shall provide to RP a Purchase Order;
  - b) Client shall issue to RP an Offer request without the formalization of a specific Purchase Order;
  - c) Client shall provide to RP an extract of a public tender (that involves the supply of the Products) to which the Buyer intends to participate;
  - d) Seller perceives the interest of the Client in its Products during oral and informal commercial discussions;

Seller shall issue an Offer and submit it to the Client along with the General Conditions (the delivery term of the Products reported within the Offer takes into account only the working days). The Offer shall be deemed valid and binding for RP for a period of 30 (thirty) days from the date of which such Offer has been received by the Client. The acceptance of the Offer by the Client

shall occur before the expiry of the abovementioned 30 (thirty) days period, after which the Offer shall cease to be valid, effective and binding for the Seller. After the expiry of the validity term of the Offer, the Parties shall be free to renegotiate other terms and conditions of their agreement (subjected to the General Conditions).

ii. Client is required to closely review the Offer and the General Conditions attached to the latter and to formally accept both documents affixing the stamp of its company (if any) and its signature in correspondence of the appropriate areas provided on each document.

- iii. The Contract is considered executed and effective between the Parties upon (alternatively):
  - a) RP's receipt of the Offer and the General Conditions duly signed for acceptance by the Client in compliance with the formalities described above (ii).
  - b) Buyer or any Buyer's representative verbal acceptance of the Offer.
  - c) Buyer or any Buyer's representative acceptance of the Product's delivery.
  - d) Buyer payment (even partial) of the Products.
  - e) Other Buyer's or Buyer representative's conducts consistent with the acceptance of the Offer.

In any of the previous alternatives, the General Conditions shall be considered as known and accepted by the Buyer.

iv. Seller, after the conclusion of the Contract, will issue and submit to the Client an "order confirmation" in which it will summarize the Products ordered and the terms and conditions of the Contract. Within its order confirmation RP shall specify:

- (if necessary) Products' ordered new identification code, whenever the Offer contained any particular "Product options" whose acceptance by the Client makes it necessary to rectify the identification code of the Products ordered;
- delivery date of the Products (already agreed between the Parties within the Contract). As a matter of fact, the delivery date specified within the order confirmation shall be expressed in modality "day/month/year" and it will be obtained by the calculation of the delivery term already indicated within the Offer (for example: "30 working days") starting from the date of the execution of the Contract.

4.2 Prior to the conclusion of the Contract, any offer and/or quotation issued by RP or its representatives and agents or any document issued by the Client, shall not be considered binding for the Seller.

4.3 The Contract shall supersede any additional, different or, in any case, conflicting terms and conditions provided or proposed by the Client by means of the Purchase Order or by any other document that may have been submitted by the same. Trade custom, trade usage and past practice are hereby superseded and shall not be used to interpret the Contract.

### 5. Delivery of the Products

5.1 The Products are delivered to the Client "EX WORKS" (Incoterms 2010) at RP's facility at (24061) Albano S. Alessandro (BG), Via L. Galvani, n. 7/H, Italy (so called "place of delivery"). In any case, RP, by means of a legally authorized representative, shall have the right to negotiate (in writing) with the Client different Incoterms for the delivery of the Products.

5.2 The Parties hereby expressly acknowledge and agree that the delivery date of the Products agreed within the Contract (and specified in the order confirmation) are purely indicative and they have to be considered valid only under normal conditions of work and supplying. The agreed delivery date shall not be considered as "essential terms" pursuant art. 1457 Civil Code. Seller compliance with the delivery date shall be in any case conditioned upon Buyer's compliance with all its contractual obligations.

5.3 Seller shall not be liable for any failure to perform or for delay in performance due to any cause beyond its reasonable control, including but not limited to fire, flood, strike or other labour difficulties, acts of God, any legal proceedings, act of any governmental authority, act of Buyer, war, riot, sabotage, civil disturbance, embargo, fuel or energy shortage, wreck or delay in transportation, major equipment breakdown, impossibility to obtain the necessary manpower, late or defective delivery of the necessary raw materials or any act, delay or failure by Seller's suppliers and subcontractors and, in general, Force Majeure. In the event of delay of performance due to any such case, the date of delivery or the time for completion of the supply will be extended by a period of time reasonably necessary to overcome the effect of such delay.

### 6. Packaging

6.1 The Client, within the Purchase Order, is required to provide clear and precise information about the type of packaging that has to be used for the delivery of the Products ordered. In case of absence, inaccurate and/or contradictory information regarding the packaging, RP, at its sole discretion, shall be entitled to deliver the Goods with its standard packing and the Buyer shall not be entitled to file any claim related to this specific item.

6.2 In case the Client shall request a particular type of packaging, Seller shall issue a specific quotation for such packaging request in addition to the Products' purchase price.

6.3 Upon collection of the Products at RP's facility, the Client or, in any case, the carrier appointed by the latter for the collections of the Goods, is required to carefully inspect the condition of the packaging and immediately report - in writing - any defects to RP. If the Client and/or the carrier do not report any defects and/or non-conformities during the collection operations, it shall not have any right to file any claim related to the packaging in the future.

### 7. Risks Allocation

7.1 Products - unless different delivery terms and conditions have been agreed in writing by the Parties - travel at responsibility and risk of the Buyer (that include theft, damages, tampering that may occur during transportation of the Goods). Having said that, in no case whatsoever RP shall be deemed responsible for shortages, damages, delays and occurrences of any kind that may affect the Products during transportation.

7.2 In light of the above, Parties agree that it shall be the Buyer sole responsibility to deal with complaints and/or actions (and bear all the related expenses and costs) that shall eventually arise with the carrier company, this without any prejudice to any right to the Seller to enforce all the actions that may be available in any competent jurisdictions in order to protect its interests against both Buyer and the carrier company.

## 8. Collecting of the Goods

**8.1** Once the Products are ready for the collection, Seller shall notify to the Buyer the readiness of the Goods by means of registered letter, fax or e-mail (registered or not). From the day after the receipt of the readiness of the Goods notice by the Client and for 15 (fifteen) days from the receipt of such notice (hereinafter "**Grace Period**"), RP shall take care, supervise and store the Products at no additional cost for the Client.

**8.2** In case the Client shall not proceed with the collection of the goods within the Grace Period, RP - starting from the day after the expiry of the Grace Period - shall be entitled to charge to the Buyer an amount equal to the 0,5% of the Contract value for every week of delay in the collection of the Products, without prejudice to the right of RP to claim compensation for any further damages. All the risks associated with the storage of the Goods after the expiry of the Grace Period shall have to be borne solely by the Client.

**8.3** In any case, if the Client delay and/or refusal of collecting the Products shall continue for more than 30 (thirty) days from the receipt of the notice of readiness of the Goods, RP, without prejudice to any other remedy that can be available pursuant all the applicable laws:

- a) Whenever Buyer has not paid or has not fully paid the Products yet, RP shall be entitled to immediately terminate the Contract pursuant art. 1456 Civil Code. In case of termination, Seller shall be entitled to charge the Client - without prejudice the right of RP to claim compensation for any further damages - an amount equal to 75% of the Contract value as penalty for the breach of its contractual obligations.
- b) Whenever Buyer has already paid in full the Products, RP shall be entitled to proceed in accordance to articles 1206 and subsequent of the Italian Civil Code (so called "*mora del creditore*").

## 9. Pricing

**9.1** The purchase prices of the Products shall be those indicated within the Offer. All prices set are fixed, unless otherwise agreed by the Parties in writing.

**9.2** The discount that may be agreed - in writing - by the Parties, is subject to the strict compliance with the payment deadlines agreed within the Contract. Any failure to pay the purchase price within the agreed payments deadlines shall immediately result in the loss of the right to benefit of the agreed discount (if any), without prejudice to any other remedies provided by the General Conditions in case of late payments.

## 10. Retention of Title

**10.1** Products are sold with the express retention of title (so called "*riserva di proprietà*") pursuant art. 1523 Civil Code) in favor of RP and, therefore, Client shall acquire the ownership of the Products only with the full and complete payment of the agreed purchase price, while the risks of loss and damage of Goods, as well as any other risks, shall be transferred to the Client at the time of the delivery and/or collection.

## 11. Payments

**11.1** The payments of the goods shall be made, at RP discretion, by means of:

- a) wire transfer (cash with order) or,
- b) irrevocable letter of credit confirmed on sight.

**11.2** The payment(s) modalities are those specified within the Offer issued by RP. It is understood that any collection fees, bank fees, stamp duty or any other cost related to the payment(s) of the Products shall be borne by the Client.

**11.3** The payment(s) deadline(s) shall be those specified within the Offer and confirmed within the Order Confirmation. The Client delay in performing any payment (even partial) shall give to RP the immediate right to:

- a) charge the Buyer with the interest provided by law n. 231/2002, in addition to the charging of any bank fees and/or any other expenses and/or damages;
- b) (if applicable) suspend the production, the sale and/or the delivery of the Products.

**11.4** Should payment (even partially) be delayed for more than 15 (fifteen) days, RP, without prejudice to any other remedy that can be available pursuant all the applicable laws, shall have the right to terminate the Contract pursuant art. 1456 Civil Code and shall be entitled to charge the Client - without prejudice to the right to claim compensation for any further damages - an amount equal to 8% of the Contract value as penalty for the breach of Client's contractual obligations.

**11.5** The Parties hereby agree that the Client shall not be entitled to file any claim for any alleged breach of the Contract by RP (including any breach of the Warranty) if it has not regularly and entirely fulfilled all its payment obligations.

**11.6** The Client hereby represents and warrants to RP the following:

- a) the Client certifies that it is aware, knows and understands the requirements set forth by article 3 of the Italian law n. 136/2010 on the traceability of financial flows (so called "*Tracciabilità dei flussi finanziari*");
- b) in order to ensure the traceability of financial flows aimed at preventing criminal infiltration, the Client, for all payments relating to this Contract, will use one (or, eventually, more than one) bank or postal accounts;
- c) the Client certifies its full compliance with all the requirements set forth by article 3 of the Italian law n. 136/2010 on the traceability of financial flows (so called "*Tracciabilità dei flussi finanziari*"); and
- d) the Client will at all times strictly and fully comply with all the requirements set forth by article 3 of the Italian law n. 136/2010 on the traceability of financial flows (so called "*Tracciabilità dei flussi finanziari*").

In the event of any breach of the obligations / representations and warranties set forth above, RP, in addition to its rights under Article 20.1 of this Contract, will immediately notify the competent authority about the Client's violation(s).

## 12. Products Warranty

**12.1** Subject to art. 13 and 16 of the General Conditions, RP - in accordance with the "*User and Maintenance Manual*" delivered to the Client with each Product (hereinafter, "**Manual**") - represents and warrants, for a period of 24 (twenty-four) months from the delivery and/or from the collection of the Products (hereinafter, "**Warranty Period**"), that the Goods are in compliance with the applicable specifications and free from defects in material and workmanship provided however that the Products are used according to the standard working conditions and with the exception of the physiological wear and tear (hereinafter "**Warranty**").

**12.2** The Parties hereby agree that the Warranty is valid and effective only towards the Client and shall not be transferred, assigned and/or extended to subsequent purchasers of the Products.

**12.3** The Client shall be obliged to negotiate with the final client (if any) warranty condition equal to those provided within article 12, 13 and 16 of the General Conditions and RP shall not be responsible and/or held liable for any warranty provision exceeding or, in any case, different than those of the Warranty.

## 13. Limitations of the Warranty

**13.1** Warranty shall be considered not effective, not applicable or expired and the Client shall not be entitled to submit any claim pursuant art. 15 of the General Conditions should one of the following circumstances occur:

- a) alleged malfunctions, breakdowns and/or defects of the Products are caused by improper handling and external influences or, in any case, negligence attributable to the Client and/or Client's clients;
- b) alleged malfunctions, breakdowns and/or defects of the Products are caused by:
  - improper use of the Products;
  - repairs of the Products performed by unqualified or unauthorized technicians and/or performed using non-original spare parts;
- c) alleged malfunctions, breakdowns and/or defects of the Products are caused by faulty electricity supplies or others occurrences, including atmospheric (natural) events, that cannot fall under Seller's control;
- d) alleged malfunctions, breakdowns and/or defects of the Products due to use, maintenance and washing operations of the Products not in compliance with the Manual;
- e) Products have not been preserved, stored and/or repaired in compliance with the specification provided within the Manual and/or the General Conditions;
- f) deadlines provided in art. 15.1 of the General Conditions have expired and/or the Client's claim has been submitted in a manner not consistent with the procedure set forth in art. 15 of the General Conditions;
- g) Warranty Period has expired.

**13.2** Additional limitations of the Warranty:

- a) no consumable materials and equipment supplied with the Product are covered by the Warranty. By way of example: batteries, fuses, gaskets, castors, light bulbs and accumulators are classified as consumable materials and they are excluded from the Warranty (the abovementioned list of items does not include all the consumable materials that may be delivered with the Product);
- b) any type of alterations of the Products (especially related to safety devices) made by the Client without the manufacturer's prior written authorisation shall cause the Warranty to be null and void and the Client shall hold RP harmless of all potential liabilities that can arise from the use and/or the commercialization of such modified Products.
- c) use of non-original spare parts and/or use of unqualified or unauthorised technicians on the Products shall immediately exclude the effectiveness of the Warranty. Seller shall not be liable for any damages due to the incorporation and/or the use of non-original spare parts on the Products.
- d) Warranty is deemed immediately not effective in case Client is not in compliance with the routine maintenance process provided within the Manual that aim to prevent Products downtimes and faults.
- e) Seller shall not be responsible for any damages and/or injuries that may arise from the use of the Products different than those for which the Products are manufactured and sold by RP.

## 14. Installation

**14.1** Installation of the Products has to be entirely performed by the Client and such activity is excluded from the scope of the Contract and, consequently, from the Warranty.

**14.2** At the Seller's facility, RP and its professionals are available for training Client's employees to the installation process of the Products. In any case, the training activities are not included in the Offer (and/or the Contract), they have to be formally requested by the Client and paid separately from the Products purchase price.

## 15. Claims

**15.1** Any and all claims related to the alleged breach of the Warranty shall be notified - by means of registered letter or by e-mail at [info@rationalproduction.com] - to RP's clients support service:

- a) no later than 8 (eight) days from the delivery (collection) of the Products in case of manifest (obvious) non-conformities of the Goods;
- b) no later than 8 (eight) days from the discovery in case of hidden non-conformities (so called "*difetti occulti*");

notwithstanding the above, any right to submit any claim related to the Products and/or the Warranty shall expire after **24 (twenty-four) months** from the delivery and/or the collection of the Goods (*claim notice shall also indicate the Offer and the order confirmation number of the Client*).

**15.2** After the receipt of the claim notice, RP's clients support service shall:

- verify if such claim is in compliance with the terms and condition set forth in art. 15.1;
- contact the Client in order to undergo a preliminary investigation on the claim noticed.

**15.3** After this preliminary stage:

- a) Whether Seller recognizes the existence of the claimed non-conformities of the Products shall, at its own cost, deliver to the Client the replacement part of the defected Products. RP shall not have any additional liability or responsibility of any kind towards the Client.
- b) Whether Seller challenges, for any reason, the existence of the claimed non-conformities of the Products:
  - (i) Client - in order to guarantee a limited downtime of the Product - shall be entitled to request to the Seller the purchase of brand new part of the Products equal to those allegedly defected at a fixed discount price. It is understood that, in such cases, all the costs related to the purchase included the transportation costs shall have to be borne by the Client.
  - (ii) Regardless of whether the Buyer decides to proceed as set forth at point i) above, Seller may request the Client (in writing) to return the part of the Products allegedly non-conforming. In such case, the Goods shall have to be returned - at the Buyer's expense and risk - at the Seller's facility.

(iii) Once the allegedly defected part of the Products will be returned, RP shall analyze them and shall determine if the non-conformities claimed are grounded and in compliance with articles 12, 13, and 15 of the General Conditions.

(iv) After the verification process:

- If the claimed non-conformities are considered grounded and no limitation of the Warranty shall apply, RP shall:
  - in case the Buyer has already purchased the new part of the Products pursuant point b) (i) above, issue a credit note in favor of the Client equal to the price paid for such purchase, plus transport costs (only if documented). In any case, RP shall not have any additional liability or responsibility of any kind towards the Client.
  - On the contrary, in case the Buyer has not purchase the new part of the Products pursuant point b) (i) above, shall, at its own cost, deliver to the Client the replacement part of the defected Products. RP shall not have any additional liability or responsibility of any kind towards the Client.
- If, instead, the claim is ungrounded and/or any Warranty limitation set forth in art. 13 of the General Condition shall apply, Buyer - whenever not already purchased pursuant point b) (i) above - shall be entitled to request to the Seller the purchase of brand new part of the Products equal to those allegedly defected at a fixed discount price. It is understood that, in such cases, all the costs related to the purchase included the transportation costs shall have to be borne by the Client.

15.4 In the event of replacement of the Products or part of the Products, the Warranty shall not be considered renewed.

#### 16. RP Limitation of Liability

16.1 Subject to any mandatory provisions required by any applicable laws and with the exclusion of fraud and gross negligence, the maximum liability of RP (for the breach of the Warranty and for any other liability that may arise from the commercial relationship with the Client) shall in no case exceed the sum paid by the Client for the purchase of the Products.

16.2 In any case, under no circumstances, whether by reason of breach of the Contract, Warranty, negligence, strict liability, indemnity or otherwise, RP shall not be liable to the Client under the Contract for any special, indirect, punitive, incidental or consequential costs, losses, damages (including attorney fees and liquidated damages).

16.3 Client shall negotiate, within all of its contractual relationships relating to the Products, a limitation of liability clause equivalent to that provided within this article, taking full and sole responsibility for the further movement of the Products.

#### 17. Force Majeure

17.1 RP shall not be liable for non-performance or delay in performance in so far and to the extent that such non-performance or delay in performance is due to a cause beyond its reasonable control, including but not limited to, acts of God, acts or requests of government or governmental agencies, riot or civil commotion, sabotage, strikes, lockouts or other labour troubles, accidents, fire, flood, explosion, damage to plant or facilities, restrictions or absence of normal means of communication or transportation (hereinafter, "Force Majeure").

17.2 In the event of Force Majeure the time for the performance of the contractual obligations shall be extended for the period of continuance of Force Majeure, provided however that Seller shall:

- a) notify to the other Party in writing the nature of such Force Majeure event and the expected delay; and
- b) continue to keep the other Party informed as to the Force Majeure event.

17.3 Seller shall make all reasonable efforts to reduce the effect of any failure or delay caused by any cause of Force Majeure.

17.4 In the event any of such cause of Force Majeure continues for a period of 60 (sixty) days, Buyer shall have the right to terminate the Contract by given written notice to the Seller. In such case, Client shall not be entitled to claim compensation and/or indemnification of any kind from the Seller.

#### 18. Seller Intellectual Properties

18.1 Title to and any right and interest on the Seller intellectual properties, including all industrial property rights, patents, trademarks, names and all the other rights related to models, designs and/or projects of the Products shall remain exclusive property of RP (hereinafter "RP IP").

18.2 Client shall not:

- a) include the RP IP in the Buyer's trade name or company name;

b) register, reproduce or in any way use any RP IP without the prior written approval of a duly authorized representative of the Seller;

c) copy, manufacture and/or reproduce the Product.

18.3 Client shall promptly notify the Seller about any infringement of the RP IP.

#### 19. Confidentiality

19.1 The Parties understand and agree that the terms of the Contract (with particular reference to the prices, budget, incentives and discount) have to remain confidential and that the mutual promise of confidentiality is part of the consideration each Party will receive by entering into the Contract. The terms of the Contract shall be kept confidential and no Party shall reveal the terms of the Contract unless (1) the disclosure is necessary to receive tax or legal advice from a professional; (2) the disclosure is required by law or compelled by a court of competent jurisdiction; or (3) the Parties must reasonably make disclosures to their board members, officers, members, or others as required by public or organizational disclosure requirements.

19.2 In particular, the Parties hereby acknowledge that Seller shall retain all rights to drawings and technical documents provided to the Buyer. The Buyer recognizes these rights and shall neither make the documents available to any third party nor use such documents for purposes other than those for which they were shared.

#### 20. Termination Clause

20.1 RP shall be entitled - without prejudice to any other remedies that may be available by the applicable laws - to terminate the Contract pursuant to and for the purposes of Art. 1456 cod. civ. in case:

- a) Client fails to perform (in full or partially) the payment of the Goods;
- b) Client has been declared insolvent or has been involved and/or subjected to any of the insolvency procedures;
- c) Client violates one or more of the obligations / representations and warranties set forth in Articles: 11.6;16.3, 18.2; 19.1; 19.2; 22.3.
- d) any of the following event shall occur: 8.3; 11.4; and
- e) the Client and/or any person that holds the legal representation of the Client or, in any case, any legal representatives, directors and/or people holding management functions of the Client are convicted/sanctioned for one or more of the crimes set forth in Legislative Decree n. 231/2001.

20.2 Termination of the Contract pursuant art. 20.1 shall occur upon the written notification to be sent by the Seller to the Buyer by means of registered letter or certified mail (PEC).

#### 21. Applicable Law and Jurisdiction

21.1 The Parties agree that the Contract and the General Conditions shall be governed by, interpreted and construed in accordance with, the laws of Italy.

21.2 The Parties hereby irrevocably submit themselves to the jurisdiction of the Court of Bergamo (Italy) with regard to any controversy in any way arising out of or relating to the execution or performance of the Contract.

21.3 It is hereby expressly excluded the application of the Vienna Convention on international contracts of sale of goods dated April 11, 1980.

#### 22. Miscellaneous

22.1 The Contract supersedes all prior and contemporaneous negotiations, agreements, discussions and writings, and constitutes the entire agreement between the Parties.

22.2 The Contract may be amended or modified only by a writing signed by both Parties hereto.

22.3 Client shall not be entitled to transfer to third parties, even partially, the Contracts governed by these General Conditions or, in any case, the rights and obligations arising out from the Contract.

22.4 The waiver by any Party of a breach of any provision of the Contract shall not operate or be construed as a waiver of any prior or subsequent breach of the same or any other provision of the Contract. No waiver or modification of the Contract will be binding upon any Party unless made in writing and signed by a duly authorized representative of the affected Parties. No failure or delay in enforcing any right hereunder will be deemed a waiver. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

22.5 The provisions of the Contract (and the General Conditions) shall be deemed severable from each other, and if for any reason any section, clause, provision or part thereof is found to be illegal, invalid, unenforceable, or inoperative, such section, clause or provision or part thereof shall not affect the validity or enforceability of any other section, clause, provision or part thereof.