



GENERAL CONDITIONS OF PURCHASE

1. SCOPE OF APPLICATION

These general conditions of purchase (the "Conditions") form an integral part of all contracts the subject matter of which is a Supply, which term hereby means the following: (a) products which CT Pack S.r.l. (the "Purchaser") commissions any supplier to manufacture or process (the "Supplier") and/or (b) other products or works (including, but not limited, to any assembly activities) or services indicated in purchase orders issued by the Purchaser to the Supplier. Acceptance by the Supplier of each order issued by the Purchaser shall be deemed made in accordance with these Conditions, unless otherwise agreed in writing between the Parties; it is nevertheless understood that, in the event of any discrepancy between these Conditions and any clauses inserted in the order, the latter shall prevail.

In any event, any general conditions of the Supplier shall not apply, even partially, unless specifically approved in writing by the Purchaser.

2. EFFECTIVE DATE OF EACH CONTRACT

Unless otherwise requested in writing by the Purchaser, the Purchaser's order shall be deemed accepted if it is not expressly refused within seven days following receipt thereof. Unless the terms of this article are waived by the Purchaser (at its sole discretion and at any given time): (a) each contract for supply made between the Purchaser and the Supplier (the "Parties") will come into force on the condition that the Supplier has returned to the Purchaser the acceptance, also for the purposes of Article 1341 of the Civil Code, of these Conditions. The acceptance must be signed by a legal representative or by a person duly empowered to the purpose and, in any event, the Purchaser shall not be obliged to carry out any verification in relation thereto; and, in particular, (b) if within 20 (twenty) days of the date of the Purchaser's order (unless otherwise indicated by the latter) the Supplier has not expressly accepted these Conditions as indicated above (in the event that they have not been previously signed), then the Purchaser shall be free from any obligation in relation thereto.

3. DOCUMENTATION

The material and/or services which are the subject matter of the order shall be supplied complete with all technical documentation as well as with the certificates required in the relevant order. The declaration of conformity with the Specifications of Supply, with the Technical Documentation, with the Regulatory Requirements and with the Export/Customs Requirements, as defined in art. 7 below and the certifications of quality control form an integral part, amongst other things, of the supply documentation. In the event that the documentation sent to the Purchaser in paper form and multimedia format is incomplete or not in compliance with the above-mentioned instructions, the payment terms of the relevant invoices shall only become effective upon receipt of the requested documentation.

The application by the Supplier of its distinctive markings on the material/s that is/are the subject matter of each supply contract is hereby excluded, unless otherwise agreed in writing between the Parties.

4. CARRYING OUT OF THE SUPPLY

The Supply shall be made in compliance with the instructions indicated in the relevant purchaser order as well as in the Specifications of Supply, in the Technical Documentation, in the Regulatory Requirements and in the Export/Customs Requirements as defined in art. 7 below and in any other documentation which forms an integral part of the order or of the relevant contract. Any possible variation of the terms stipulated therein shall only be valid if agreed in writing. The Supplier hereby declares to own a high technical expertise, the technical know-how, the technical capability, the skilled personnel and the technical means which are needed to carry out the Supply and it hereby warrants that it will carry out the Supply in compliance with the Specifications of Supply indicated in the relevant contract and/or in any other document that will be exchanged between the Purchaser and the Supplier, as a fully autonomous supplier, at its own risk and with its own organization of technical means and of the skilled personnel, using the best available techniques and complying with the terms and conditions of the relevant contract and of these Conditions and, in any event, in accordance with the applicable Regulatory Requirements as well as in a workmanlike manner.

5. PACKING AND SHIPPING

The Supplier shall provide at its own expenses adequate packing and protection of the Supply and ship the Supply to the place of destination agreed with the Purchaser using the most suitable means, indicating the Purchaser's codes on both the accompanying documentation and on the packaging.

The Supplier shall be liable for any damages to the Supply resulting from improper packaging and protection or shipping.

Any packaging or shipping expense that must be borne by the Purchaser shall be subject to prior written agreement between the Parties and can be charged to the Purchaser only upon presentation of the documentation evidencing said costs.

6. TERMS AND PLACE OF DELIVERY

Unless otherwise expressly agreed in the purchase order, delivery shall be made to the Purchaser's plant and the Supplier shall bear all transportation and insurance

costs and any other expense or risk relating to loss or damage to the products that are the subject matter of the Supply up to the time of delivery of said products. The delivery shall be deemed completed upon delivery of the Supply to the abovementioned place of destination of the Supply accompanied by all the required certifications, compliant with the manufacturing specifications and free from defects. The Supplier hereby acknowledges that the Purchaser operates on a "just in time" basis and, therefore, it is essential that the Supply is delivered exactly on the agreed date, given that any delay causes to the Purchaser a serious damage. Consequently, the delivery dates indicated in the contract of Supply and/or in any other documents exchanged between the Purchaser and the Supplier are deemed strict and essential, without prejudice however to the Purchaser's right to postpone the delivery dates on one or more occasions, upon giving prior written notice to the Supplier.

The Supplier shall comply at all times with any possible requests for changes to the technical specifications relating to the order made in writing by the Purchaser; in case of changes causing the prices and other terms and conditions to vary, and before the Parties reach an agreement in relation thereto, the Supplier shall not in any event refuse any such requests made by the Purchaser and shall not interrupt or suspend the manufacturing of the materials which are the subject matter of the Supply.

In the event of delays in delivery on the part of the Supplier, the Purchaser may request, by way of liquidated damages, an amount equal to 3% (three per cent) of the agreed price for every week of delay, subject to a maximum amount equal to 9% (nine per cent), without prejudice to CT Pack S.r.l.'s right to claim any further damages suffered.

In the event of delay in delivery exceeding 3 (three) weeks, the Purchaser shall be entitled to carry out the works subject matter of the relevant order on its own or procure them elsewhere at the Supplier's expense, without prejudice, in any event, to the right to claim any further damages suffered.

The Purchaser is expressly authorised to deduct from the amounts invoiced any possible liability which the Supplier is obliged to pay under the terms of this Article. Unless agreed in writing by the Purchaser, the Supplier may not make partial deliveries or deliveries exceeding the amounts agreed in the relevant Contract or purchase order and it may not make early deliveries with respect to the agreed terms. The Purchaser will also have the right to refuse Supply received before the agreed deadline or to charge to the Supplier the storage costs and financial charges relating to the early delivery, one or more times, provided that the Purchaser informs the Supplier in writing in relation thereto. In the event the Purchaser agrees in writing to receive early delivery, for the purposes of the abovementioned liquidated damages, the relevant payment terms and the weeks of delay shall run from the agreed anticipated date of delivery.

In the event the Purchaser agrees in writing to receive deferred deliveries in respect of those agreed, for the purposes of the abovementioned liquidated damages, the payment terms and the weeks of delay shall run from the deferred delivery date of the Supply.

7. CONFORMITY AND IDENTIFICATION OF THE SUPPLY

Each Supply and every product and/or component resulting from a supply of manufactures shall be in accordance with the Specifications of the Supply, with the Technical Documentation, with the Regulatory and Custom/Export Requirements as defined herein below:

- **Specifications of the Supply:** characteristics and specifications agreed in each contract of Supply that will provide for, by way of exemplification but not limitation, the scope of manufacturing, the output targets, the quality standards required by the Purchaser and that the Supply (or, in any event, any product and/or component which form part of a Supply of manufactures) is expected to comply with after the installation and/or acceptance of the Supply;

- **Technical Documentation:** the functional drawings, the technical and quality specifications, the user and maintenance manuals, the certificates of conformity, the UL certificate, if requested, as well as any other technical or production documents regarding realization, delivery, assembly and installation of the Supply if agreed in the contract. In relation to each Supply the Supplier shall also provide, where applicable, a list of recommended parts which will be made available from the start date of installation: parts list for the relevant supply, requested special equipment, list of essential spare part, list of recommended spare parts, list of spare parts necessary for the installation.

- **Regulatory Requirements:** any law, regulation, rule, statute, code and/or order in respect of the performance of the obligations under any contract of Supply, including but not limited to laws and regulations governing the activity of the Purchaser, environmental laws, welfare and social security laws, employment laws, occupational safety and health laws, as well as any other law in force at the date of delivery of the Supply in the country in which the Supply is to be installed and used by the Purchaser.

In any event, the products and/or the components included in each Supply shall be accompanied by the EC declaration of conformity of the manufacturer and by any reference and document (including the declaration of conformity of the Supplier, if applicable) which may be relevant for the purposes of the abovementioned laws, as well as supplied complete with all the markings and the instructions for the use required by said laws.

- **Custom/Export Requirements:** any law, regulation, rule, statute, code and/or



order in respect of import/export and customs. It is also hereby agreed that the Supplier will provide the Purchaser with any information and/or legal declaration about the country of origin of the Supply and the applicable custom tariffs and duties. The Supplier, at the time of delivery of the supply, shall make available the following data relating to foreign trade: Classification of the goods in trade statistics (the statistical number of the goods) and in Dual Use Legislation, Country of Origin, Name and classification of the goods subject to export controls, preparation of a certificate of origin or proof of preference.

Any derogation in Supply from the Supply Specifications, any lack in the Technical Documentation or failure to comply with the Regulatory Requirements and/or the Export/Customs Requirements will amount to non-compliance. The Supplier will be responsible for any direct, indirect and consequential damages relating to any non-compliance attributable to the Supplier, and this will include, in addition to that specified in the preceding articles and in articles 9 and 10 below, a charge of 100 Euros per claim by way of coverage of procedural expenses.

8. INVOICING AND PAYMENT METHOD

Invoices shall include the order number, the code assigned to the Supplier, as well as the indication of the document of transport and shall be issued by the Supplier with a date which is not earlier than the date of delivery to the Purchaser of the relevant Supply.

Payments shall be made at the date agreed from time to time in each contract of Supply and/or in any other document exchanged between the Purchaser and the Supplier to the Supplier's current account at the bank designated by the latter by means of a credit transfer.

If no such date has been agreed in the relevant contract of Supply and/or in any other document exchanged between the Purchaser and the Supplier nor is it prescribed by any mandatory provision of law, payments shall be made 150 (one hundred and fifty) days following the end of the month in which the relevant invoice is issued, without prejudice to the terms of the preceding article 3.

In the event of non-performance by the Supplier, the Purchaser reserves the right to suspend payment of the Supply which is the subject matter of the claim.

In any event, any payment of an invoice on the part of the Purchaser does not prejudice any of the Purchaser's rights and/or powers granted by the law under the purchase order.

This is without prejudice to the possibility that payment may be made by a factoring company as set out in article 19 below.

9. INSPECTION OF GOODS

The Supplier shall not in any event rely on the goods inspection system for the purposes of detecting defects on the part of the Purchaser, given that the latter shall be entitled to receive the Supply on a "free pass" basis, by which term it is understood the exclusion of any prior inspection of the Supply and which "free pass" system the Supplier expressly hereby agrees, releasing the Purchaser from any liability in relation hereto even in relation to the use of the Supply in its own production/commercial cycle. It is therefore hereby understood that, in any event, unless otherwise agreed between the Supplier and the Purchaser, the latter shall be free not to carry out any inspection of the goods at such time as they are delivered/arrive at their destination, without this in any way excluding or limiting the Purchaser's rights vis-à-vis the Supplier in respect of any possible defects, lack of compliance or shortages in the Supply. The Purchaser is, however, entitled to ascertain, at its own discretion, the compliance and the quality of the Supply also by sampling, in accordance with its normally used procedures. The Supplier hereby acknowledges that the Purchaser operates on a "just in time" basis and, therefore, it is essential to receive the Supplies free from defects and compliant with the requirements set forth in each contract of Supply and/or any other document exchanged between the Purchaser and the Supplier, given that any defect or non-conformity causes to the Purchaser a serious damage. Without prejudice to any possible different mandatory provisions of the law, the Purchaser may claim in respect of any possible non-compliance or defects in the Supply within 60 (sixty) days of the effective discovery thereof by the Purchaser (excluding, in accordance with the "free pass" system hereby agreed, that the above-mentioned 60 day period may be considered, for any obvious defects or otherwise verifiable according to ordinary diligence, starting from the date of delivery of the goods to the Buyer).

Any possible claims in respect of non-compliance or defects shall be deemed as accepted by the Supplier if no objection is made within 15 (fifteen) days of receipt of the relating written communication from the Purchaser. Parts and goods which do not comply with the order and which, in the Purchaser's sole opinion, are not repairable, shall be returned to the Supplier at the latter's expense. In the event of refusal of the goods, all costs relating to selection, packing, storage, loading and shipment shall be borne by the Supplier; the Supplier is also required to indicate the address and means to be used for the return of the goods.

10. GUARANTEE OF SUPPLY

The Supplier hereby guarantees that it has complied with the applicable regulations and that the Supply was designed and manufactured in compliance with the most modern criteria in terms of health and safety at work and in accordance with the rules of good workmanship. The Supplier hereby declares and guarantees that the Supply complies with the specifications agreed upon and that the materials used are free from defects or faults, including hidden defects or faults, and that the goods were manufactured in the most workmanlike manner possible and in accordance with the most modern technologies. The Supplier also hereby declares and

guarantees that the Supply is free of any lien, pledge, guarantee, claim or encumbrance whatsoever. From the date of acceptance of the Supply on the part of the customer of the Purchaser, the guarantee shall run for a period of 24 months, it being understood that such guarantee shall not in any event exceed a period of 30 months running from the date of the delivery of the Supply on the part of the Supplier to the Purchaser. During the guarantee period, the Supplier, at the request of the Purchaser, shall repair or replace, under its care and at its expense, all the parts that are found to be non-compliant or defective or faulty. The parts which are to be replaced as per above shall be delivered Ex Works of the Purchaser or Ex Works of the customer of the Purchaser, according to the Purchaser's request. The Supplier shall bear all costs in relation to the assembly of the parts to be repaired or replaced. The Supplier shall repair or replace the non-compliant or defective or faulty parts within 5 (five) days of a request in writing from the Purchaser, without prejudice to the Purchaser's right to claim compensation for any further damages suffered. From the date of replacement or repair of the non-compliant or defective or faulty parts, a new period of guarantee shall run for 24 (twenty four) months. In any event, the Supplier undertakes not to supply parts or provide services in favour of any customers of the Purchaser for the entire duration of the guarantee, unless there has been a written request or authorization from the Purchaser by way of derogation from the aforementioned. In the event that the Supply is not repaired or replaced within 5 (five) days from the relevant written request on the part of the Purchaser, the Purchaser shall be entitled to carry out such repair or replacement of the non-compliant or defective or faulty parts on its own or procure them elsewhere at the Supplier's expense and without prejudice to the Purchaser's right to claim compensation for any further damages suffered. The Supplier shall hold harmless and indemnify the Purchaser from any and all liability for damages that may be claimed in relation to the non-compliance or defectiveness or faultiness of the Supplies, bearing also all the costs of any recall campaign and/or replacement, if necessary. It is understood that, in case of ascertained defects in Supplies or in the case of lack of quality of the Supplies, the Purchaser may refuse to pay or suspend payment with regard to such materials and/or works or other Supplies until such time as all defects or faults or non-compliances have been eliminated, without prejudice to the Purchaser's right to claim compensation for any further damages suffered. The foregoing does not prejudice the Purchaser's right to terminate the contract for defective or non-complying Supplies in respect of which the Purchaser has not requested the repair and replacement. Furthermore, the foregoing is without prejudice to all of the Purchaser's rights under the law in respect of defective and/or faulty Supplies and/or lack of quality. The Supplier undertakes to supply, at the Purchaser's request and applying the price in list in force at the time of each request, spare parts for Supplies used by the Purchaser in the manufacturing of its own products for a period of at least 10 years from the termination of the manufacturing of such products on the part of the Purchaser, it being understood that such period shall not in any event exceed 15 years from the delivery of the Supplies on the part of the Supplier.

11. BANK GUARANTEES

In the event that, pursuant to the contractual agreements between the Parties, the Supplier shall provide the Purchaser with a bond guarantee, by way of guarantee of proper performance of its contractual obligations, the Supplier shall provide the Purchaser with such bond guarantee, issued by a primary bank and acceptable to the Purchaser, within 15 (fifteen) days from the date of signature of the Contract and/or the purchase order, in an amount equal to the price of the Supply/Supplies to be guaranteed.

12. ACCESS TO THE SUPPLIER'S PLANT, USE OF THE PURCHASER'S EQUIPMENT AND INSURANCE COVER OF THE STOCK.

At any stage of execution of the Supplies on the part of the Supplier, the Purchaser shall be entitled to access the Supplier's plants, upon giving prior notice to the Supplier, in order to check the progress of the work and the fulfilment of the contractual obligations in compliance with the requirements set forth in the relevant contractual agreements and in the Specifications of Supply, in the Technical Documentation, in the Regulatory Requirements and in the Export/Customs Requirements, as defined in art. 7, on the understanding that these checks (even in the event that such checks are not carried out) by the Purchaser will not release the Supplier from its responsibilities in relation to the Supply and will not constitute acceptance of the Supply on the part of the Purchaser. In the event that the equipment necessary to carry out the Supply or other materials given for the work are provided to the Supplier by the Purchaser, the Supplier shall use and protect them with the due diligence and return them, at the end of the work, to the Purchaser. In the abovementioned cases, the Supplier shall maintain a proper insurance cover, by way of guarantee of the risks related to use and custody of the equipment and materials of the Purchaser. In the event that the Supplier uses the Purchaser's or third parties' equipment and systems, the Purchaser is discharged from any liability for any accident that may occur. The Supplier shall also guarantee proper and efficient protection of the stock of products subject matter of the Supplies, undertaking any proper measure to protect such stocks from damages, thefts and/or tear and shall maintain an insurance coverage, acceptable to the Purchaser, by way of guarantee in respect of all the above mentioned events.

13. EXECUTION OF WORKS AT THE PURCHASER'S PLANTS OR PURCHASER'S CUSTOMERS' PLANTS.

In the event that the execution of the Supply includes activities to be carried out at the Purchaser's plants or at the customers indicated by the latter' plants, the Supplier

shall carry out the work in a completely independent manner and in a proper and workmanlike manner. The Supplier shall also ensure that the personnel entrusted to undertake the work carry an identification card and also comply with the accident prevention and safety regulations in force or in any event imposed by the nature of the work or of the premises and the applicable regulations in force (namely, the provisions of the D. Lgs. 81/2008 and subsequent modifications), in addition to the specific rules of the department/factory which may be adopted within the workplace, and with the prohibitions and the regulations which may be displayed on the boards affixed at the Purchaser's or at its customers' plants. The Supplier shall also equip such personnel with the required protective equipment. The Supplier, in any event, shall be equipped with personal protective equipment required by the applicable norms and shall abide by the instructions received by the Purchaser's or by its customer's personnel. Prior to commencing the individual works, the Supplier undertakes to make itself aware and take note of the specific risks existing in the workplace and hereby indemnifies the Purchaser in relation to any accident at work which may befall or involve the personnel entrusted by the Supplier as well as in relation to any damage to third parties caused by said personnel. The Supplier also undertakes to provide all of the information and prepare the documents prescribed by provisions of the law for evaluation and management of risks. The Supplier shall also be obliged to constantly supervise the progress of the works and undertakes to inform the Purchaser in writing of the name of its Works manager/Site manager.

14. FORCE MAJEURE

The obligations of the Parties under each contract of Supply governed by these Conditions and/or by any other document exchanged between the Purchaser and the Supplier, shall be deemed suspended in the case of an event of force majeure. For this purpose, events of force majeure shall mean events which are unforeseeable and beyond the control of the Parties that prevent the fulfilment of the obligations of one or both the Parties, such as, for example, but without limitation: earthquakes, lightning, floods, national strike of a category of workers, lockouts, government injunction, war, riots, embargoes, etc. (with the exclusion of labour union issues). The party intending to avail itself of the suspension shall inform the other party of its intention to do so in writing, within 7 (seven) days of the start of the event in question and also communicate the end of said event within 7 (seven) days thereof. The party prevented from fulfilling its obligations shall provide the other with the maximum co-operation so as to reduce the damaging consequences to the latter. If, however, the event should continue for longer than 2 (two) weeks, then the Purchaser reserves the right to terminate the contract without anything being due to the Supplier, and the Supplier shall be obliged to return any amounts which may already have been paid.

15. CONFIDENTIALITY

The Supplier is obliged to observe the maximum confidentiality in relation to all information of a technical nature received by the Purchaser during the carrying out of the Supply and hereby undertakes to divulge it to its personnel only as necessary for the purposes of the execution of the Supply. None of such information may be disclosed to third parties without the Purchaser's prior written consent. All manufacturing modifications which the Supplier intends to make to the products that are the subject matter of the Supply for the purposes of improving their technical and qualitative characteristics must be previously agreed upon and authorised by the Purchaser.

16. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

The Supplier hereby acknowledges that any document, material, sample, technical specification, drawing or information transmitted by the Purchaser for the purposes of executing the Supplies will remain the property of the Purchaser. All the industrial and intellectual property rights related to the products and works that are subject matter of the Supply shall be exclusive property of the Purchaser. The Supplier guarantees that the Supply has not been made in violation of property and intellectual rights or industrial rights of third parties. By accepting these Conditions, the Supplier specifically indemnifies the Purchaser and its customers from any claims, costs and expenses regarding any possible patents or similar rights of third parties that the Supplier has deemed necessary and appropriate to use in the manufacture or processing of the Supply or that, in any case, may be violated by the manufacture or processing thereof.

17. SUBCONTRACTING

Under no circumstances shall the Supplier – subject to the termination of the relevant contract of supply and to the obligation to refund of any damages and costs – entrust third parties, be it in whole or in part, with the performance of the Supply without the Purchaser's prior express written authorisation.

18. RIGHT TO WITHDRAW - TERMINATION

These Conditions shall remain in effect for an indefinite period and the Purchaser reserves the right to modify them upon appropriate notice (i.e. 30 days in the first year of the supply relationship, 60 days in any possible second year commenced and 90 days in any possible third year commenced and thereafter), without prejudice to the Supplier's right to notice to the Purchaser, within the same period, of its unwillingness to continue the relationship upon the new conditions; it being understood that, in the absence of any such written communication, the modified conditions shall be deemed as accepted. It is also understood that, in the case of orders made within a continuous or periodic supply relationship, the Purchaser may

withdraw from the relationship upon appropriate notice to the Supplier, as per the notice periods indicated above, sent by registered post return receipt requested or certified mail. The Supplier may withdraw from the above-mentioned relationship upon notice to the Purchaser sent by registered post return receipt requested or certified mail, which notice shall be given sufficiently in advance so as to enable the Purchaser to locate replacement suppliers and, in any event, said notice shall be of not less than 180 days. In case of termination, the Parties shall be obliged to duly perform any contract of Supply entered in force prior to termination.

In the event of:

- a) breach of or failure to comply with one or more of the obligations set forth by articles 3, 4, 6, 7, 10 and 17;
- b) breach of any other obligation set forth by the present Conditions or by any contract of Supply or agreed in writing between the Parties and the breach is not cured within 15-day period from the date the relevant Purchaser's communication is received;
- c) any insolvency or liquidation proceedings to which the Supplier is subject;
- d) acquisition of the majority shareholding or of the Supplier's shares or of a controlling position on the part of a third company as per Article 2359 of the Civil Code,

the Purchaser shall be entitled, in accordance with Article 1456 of the Civil Code, as applicable, to terminate the contract of Supply and/or any supply master agreement in force between the Parties, upon written notice to the Supplier.

This automatic termination clause is without prejudice to the Purchaser's rights to claim any further damages.

In the event the Supplier commits any of the breach indicated by the foregoing letters a) and b) the Purchaser shall be entitled to carry out the obligations of Supply and/or of any other supply master agreement that are terminated on its own or procure them elsewhere at the Supplier's expense and without prejudice to the Purchaser's right to claim any further damage. Should the Supplier fail to comply with said obligation, then the Purchaser may, at its sole discretion, cancel the supply and/or demand payment of all damages and expenses.

19. ASSIGNMENT OF CREDIT

Assignment of credits, special mandates for collection or other forms of reassignment of payment are not allowed unless previously and expressly authorized in writing by the Purchaser. Since the contract for Supply is one of the documents evidencing the credit pursuant to Article 1262 of the Civil Code, this clause is presumed to be known to the assignee at the time of assignment. Therefore, it is enforceable vis-à-vis the latter in accordance with the terms of the second paragraph of Article 1260 of the Civil Code.

Unless otherwise agreed in writing between the Parties, the above prohibition will not apply in the event that the Supplier transfers its credits as accrued against CT Pack to a factoring company identified by CT Pack within the ambit of indirect factoring convention.

20. ENTIRE AGREEMENT – SEVERABILITY

Any contract of Supply, any other document exchanged between the Purchaser and the Supplier, these Conditions, as well as any and all of the clauses contained in the enclosures to any contract of Supply, to any other document exchanged between the Purchaser and the Supplier and to these Conditions, represent a complete agreement between the Parties and supersede any previous agreement as regards the subject matter of the Supply. If one or more provisions of these Conditions or of the individual contracts stipulated on the basis thereof shall be invalid, these Conditions and/or individual contracts shall in any event remain valid as a whole and the Parties shall replace, in good faith, any invalid or unenforceable provision with clauses having contents which are as similar or equivalent as possible. In the event of any discrepancy between these Conditions and the special conditions agreed upon in each contract of Supply or in any other document exchanged between the Supplier and the Purchaser, including any relevant enclosures, then the special dispositions shall prevail.

21. APPLICABLE LAW AND COMPETENT COURT

These Conditions shall be subject to Italian law.

Any possible dispute between the Parties arising out of the application of these Conditions shall be settled exclusively by the Court which is competent for the place where the Purchaser has its registered offices; by way of partial exception to the foregoing, the Purchaser may, at its sole discretion, bring proceedings before any court which is competent for the place where the Supplier has its registered office (or other offices or warehouses) in particular, but not by way of limitation, in order to recover its goods or claim compensation for damages.

In accordance with the terms of Article 1341 of the Italian Civil Code, the Supplier specifically approves, after having carefully reviewed them, the following Articles of these Conditions: 2 (Effective date of each contract), 3 (Suspension of payment terms in the event of non-compliance of the documentation), 6 (Terms and place of delivery), 7 (Conformity and identification of the Supply) 8 (Invoicing and method of payment), 9 (Inspection of goods), 10 (Guarantee – Restrictions of the Supplier's faculty to deal contractually with the Purchaser's customers), 12 (Checks on the part of the Purchaser and Use of the Purchaser's equipment), 14 (Force majeure), 16 (Industrial and intellectual property rights), 17 (No sub-contracting), 18 (Right to withdrawal – termination), 19 (Assignment of credit), 20 (Entire agreement – severability), 21 (Applicable law and competent court).