



GENERAL CONDITIONS OF PURCHASE

1 SCOPE OF APPLICATION

These general terms and conditions of purchase (the "Conditions") form an integral part of all contracts having as their subject matter a Supply, meaning (a) products the manufacture or processing of which is commissioned by CT Pack S.r.l. (the "Buyer") from any supplying firm (the "Supplier") and/or (b) other products, or processing (including, but not limited to, any assembly activities), or services specified by purchase orders issued by the Buyer to the Supplier. Supplier's acceptance of each Buyer's order shall be deemed to be made subject to these Conditions, unless otherwise agreed to in writing by the parties; provided, however, that in the event of any discrepancy between these Conditions and any clause inserted in the text of the order, the latter shall prevail. In any case, any general terms and conditions of the Supplier shall not apply, even partially, unless expressly approved in writing by the Buyer.

2. ENTRY INTO FORCE OF EACH CONTRACT

Unless otherwise requested by the Buyer in writing, the Buyer's order shall be deemed accepted by the Supplier unless expressly rejected within seven days of its receipt.

Unless the Buyer waives this provision (at its own discretion and at any time): (a) each supply contract between the Buyer and Supplier (the "Parties") shall come into force provided that the Supplier has returned to the Buyer the acceptance, also pursuant to Article 1341 of the Italian Civil Code, of these Conditions. The acceptance shall be signed by a legal representative or delegate of the Supplier in possession of the necessary powers and in any case the Buyer shall be exempted from any verification in this regard; and, in particular, (b) if within 20 days from the date of the Buyer's order (unless otherwise provided by the latter) the Buyer has not received the acceptance of these Conditions in accordance with the above (if not already signed previously), the Buyer may be deemed free from any commitment in this regard.

3. DOCUMENTATION

The material and/or services covered by the order shall be supplied complete with all technical documentation, as well as the certificates required under the individual order. An integral part of the supply documentation shall be, inter alia, the declaration of conformity to the Supply Specifications, Technical Documentation, Regulatory Requirements and Export/Duty Requirements, as defined in Article 7 below, and the quality control certification. Should the documentation sent to the Buyer, in hard copy and multimedia format, be incomplete or otherwise not in compliance with the above instructions, the payment terms for the relevant invoices shall commence upon receipt of the required documentation. The affixing of the Supplier's distinctive marks on the material covered by the individual supply contracts remains excluded, unless otherwise agreed upon in writing between the Parties.

4 EXECUTION OF THE SUPPLY

The Supply shall be made in accordance with what is prescribed in the relevant order, as well as in the Supply Specifications, Technical Documentation, Regulatory Requirements and Export/Duty Requirements, as defined in Article 7 below, and any other documentation that forms an integral part of the order or the relevant contract. Any deviation from the above will be valid only if agreed in writing. The Supplier declares that it possesses a high degree of specialization, technical *know-how*, technical suitability, organization and the means necessary to carry out the Supply and guarantees that it will carry out the Supply in accordance with the Supply Specifications indicated in the relevant contract and/or in any different document exchanged between Buyer and Supplier, in full autonomy, with management at its own risk, with organization of the necessary means and suitable resources, applying the best techniques in the sector, as well as according to the conditions and terms of the relevant order, and to these Conditions and in any case in compliance with the Regulatory Requirements in force and the rules of art.

5. PACKING AND SHIPPING

The Supplier shall, at its own expense, adequately pack and protect the Supply and ship it by the most suitable means, to the place of delivery of the Supply agreed with the Buyer, also indicating, both on the accompanying documentation and on the packages, the Buyer's codes.

The Supplier will be held responsible for any damage suffered by the Supply due to improper packing and protection or shipment.

Any packing or shipping costs to be borne by the Buyer shall in all cases be agreed in advance in writing and charged upon presentation of relevant expense documentation.

6. TERMS OF DELIVERY AND RETURN

In the absence of an express indication to the contrary in writing in the purchase order, delivery shall take place at the Buyer's plant, and Supplier shall bear all costs of transportation, insurance and any other expense or risk related to the perishing of or damage to the Supply until the time of delivery of the products themselves. Delivery shall be deemed to have been made when the Supply is delivered to the above destination accompanied by all required certifications, conforms to construction specifications, and is free of defects. The Supplier acknowledges that the Buyer operates according to *just-in-time* logic and that it is therefore essential for the same to receive the Supplies exactly on the agreed date, any delay constituting serious damage. Consequently, the delivery terms stated in the contract relating to a Supply and/or in any different document exchanged between Buyer and Supplier shall be understood to be strict and essential; however, the Buyer's right to extend these delivery terms, once or more times, is subject to the condition that the Buyer notifies the Supplier in writing.

The Supplier shall comply at all times with any requests for changes in the technical specifications relating to the order formulated in writing by the Buyer; in the case of changes that justify variations in prices and/or delivery terms, and pending the definition of the relevant agreements between the Parties, the Supplier shall not under any circumstances reject such requests by the Buyer, nor shall it interrupt or suspend the manufacture of the material object of the Supply. If delays in delivery by the Supplier are ascertained, the Buyer may demand a penalty for late delivery equal to 3% (three percent) of the agreed price for each week of delay, up to a maximum amount of 9% (nine percent). This is without prejudice, in any case, to the indemnification of the greater damage suffered by CT Pack S.r.l.

In the event of a delay in the delivery of the Supply exceeding 3 (three) weeks, the Buyer shall have the right to perform or have performed through a third party the services covered by the relevant order, charging the related expenses to the Supplier and subject, in any case, to compensation for any greater damages. The Buyer is expressly authorized to deduct from the amounts invoiced any liabilities accrued against the Supplier under this Article. Partial deliveries or deliveries in excess of the quantity stipulated in the relevant Contract or purchase order, or deliveries in advance of the terms stipulated therein, shall not be permitted, except with the Buyer's written consent. The Buyer shall also have the right to reject Supplies that are received before the agreed deadline or to charge the Supplier for storage and finance charges related to the period of early delivery, one or more times, provided the Buyer notifies the Supplier in writing. In case of written acceptance by the Buyer of early deliveries the relevant payment terms and weeks of delay in delivery of the Supply for the purpose of application of the above penalties shall run from the agreed early delivery date.

In the event of written acceptance by the Buyer of deliveries later than the agreed delivery date, the payment terms and weeks of delay in delivery of the Supply for the purpose of applying the above penalties shall commence from the agreed delayed delivery date of the Supply.

7 CONFORMITY AND SUPPLY IDENTIFICATION

Each Supply and each product and/or component constituting the result of a workmanship supply shall conform to the Supply Specifications, Technical Documentation, Regulatory Requirements, and Export/Customs Requirements, as defined below:

- **Supply Specifications:** the characteristics and technical specifications set forth in the contract relating to a Supply, bearing, by way of example but not limitation, the manufacturing objectives, production parameters and quality standards required by the Buyer, which the Supply (or in any case each product and/or component constituting the result of a processing supply) shall achieve following its installation and/or acceptance;
- **Technical Documentation:** the functional drawings, technical and quality specifications, operation and maintenance manuals, certificates of conformity, UL certificate if required, as well as any other technical and production documentation related to the fabrication, delivery, assembly and installation of the Supply if agreed upon in the contract. For each Supply, where applicable, the Supplier shall also provide a list of recommended spare parts to be made



available as of the date installation commences: bill of materials for equipment supplied, special equipment required, list of essential spare parts, list of recommended spare parts, list of spare parts required during installation

- **Regulatory Requirements:** any law, regulation, rule, statute, code and/or ordinance, relating to the fulfillment of the obligations under the contract relating to a Supply, including, but not limited to, the rules and laws of the sectors in which the Buyer operates, as well as environmental, contributory and social security, employment, safety and health in the workplace, as well as all other applicable laws and regulations, in force on the date of delivery of the Supply in the jurisdiction of the country where the Supply will be installed and used by the Buyer. In any case, the products and/or components that are part of each Supply shall be accompanied by the manufacturer's CE declaration and any references/documents (including the Supplier's declaration of conformity, if applicable) relevant for the purposes of the aforementioned regulations, as well as have any markings and instructions for use required by the same regulations. The Supplier undertakes to ensure full compliance with the provisions of EU Regulation No. 1907/2006/EC (known as REACH) and subsequent updates. The evidentiary documentation and/or cogent information requested by the Buyer (SVHC concentration percentages, CAS number, composition material, SCIP number), shall be released by the Supplier within a maximum of 30 days from the receipt of the request without charge to the Buyer. Similarly, if the Supplier is requested to make use of any supporting computer platforms for data acquisition, the Supplier will be cooperative and follow up the request through the use of such tools within a maximum of 30 days after receipt of the purchase order without any chargeable charge to the Buyer.

- **Export/Customs Requirements:** any laws, regulations, rules, statutes, codes and/or ordinances relating to import/export and customs. It is further agreed that the Supplier shall provide the Buyer with any information and/or statutory declaration on the country of origin of the Supply and the relevant customs tariffs. The Supplier is required, upon delivery of the Supply items, to make available the following foreign trade data respectively: Classification of the Goods in Trade Statistics (Statistical No. of the Goods) and Dual Use Regulations, Country of Origin, Designation and Classification of the Goods subject to Export Control, Preparation of a Certificate of Origin or Proof of Preference. Any deviation of the Supply from the Supply Specifications, any lack of Technical Documentation or non-adherence to the Regulatory Requirements and/or Export/Customs Requirements will constitute non-conformity. The Supplier shall be liable for any direct, indirect, and consequential damages related to any nonconformity for which the Supplier is responsible, including, in addition to what is specified above and in Articles 9 and 10 below, a charge of 100 Euros per claim to cover procedural expenses.

8 BILLING AND METHOD OF PAYMENT

Invoices shall contain the order number, the supplier code assigned to the Supplier as well as an indication of the transport document, and shall be issued not earlier than the date of delivery to the Buyer of the relevant Supply.

Payments shall be made within the term from time to time specified in the contract relating to a Supply and/or in any other document exchanged between Buyer and Supplier, by wire transfer to Supplier's bank account at the bank designated by Supplier.

In the event that the due date is not agreed upon in the contract relating to a Supply and/or in any different document exchanged between Buyer and Supplier, nor provided for in mandatory legal regulations, payments will be made at 150 days end of the month date of invoice, without prejudice to the provisions of Article 3 above. In the event of Supplier's default, the Purchaser reserves the right to suspend payments for the disputed Supply. In any event, the payment by the Buyer of an invoice relating to a purchase order shall not imply any waiver of the rights and faculties due under the law to the Buyer in connection with the same purchase order. This is without prejudice to the possibility of payment by the factoring company indicated in Article 19 below.

9. MERCHANDISE CONTROL

The Supplier in no way shall rely on the system of control of the goods for the interception of defects by the Buyer, since the Buyer reserves the right to manage the supply in "free pass" mode, that is, with the exclusion of the prior control of the same, a system that the Supplier expressly accepts, exonerating the Buyer from any responsibility in this regard, also in relation to the use of the Supplies within its production/commercial cycle. It is therefore understood that, in any case, unless otherwise agreed between Supplier and Buyer, the latter shall be free not to carry out any inspection of the goods upon delivery/receipt at the destination of the same, without this in any way excluding or limiting its rights against the Supplier for any defects, lack of conformity or deficiencies of the Supply. However, the Buyer shall have the right to ascertain, at its own discretion, the conformity and quality of the Supply, including by sample, in accordance with its normal procedures. The Supplier acknowledges that the Buyer operates according to *just-in-time* logic and that it is therefore essential for the same to receive Supplies free of defects and in conformity with the provisions of the Supply Contract and/or in any different document exchanged between the Buyer

and the Supplier, any defect or non-conformity constituting serious damage. Without prejudice to any other mandatory provision of law, the Buyer may assert the non-conformity or defects of the goods object of the Supply within 60 days from their actual discovery by the Buyer (it having to be excluded, by virtue of the "free pass" system agreed herein, that the aforementioned 60-day period may be deemed, for any obvious defects or in any case ascertainable according to ordinary diligence, to run from the delivery of the relevant goods to the Buyer). Complaints of non-conformity shall be deemed by Supplier to have been finally accepted where they are not disputed within 15 days after receipt of the relevant written notice from Buyer. Non-conforming and non-repairable parts and goods will, in the sole judgment of the Buyer, be returned to the Supplier at the Supplier's expense. In the event of rejection of the goods, all costs of sorting, packing, storage, loading and shipping shall be at the Supplier's expense; it is also the Supplier's obligation to indicate the address and method of return.

10. WARRANTY

The Supplier warrants that it has complied with applicable current regulations and that the Supply has been designed and constructed in accordance with the most modern safety and work hygiene criteria and in compliance with the standards of good engineering practice. The Supplier represents and warrants that the Supply corresponds to the agreed specifications, that the materials used are free from defects or faults, even hidden ones, and that the workmanship has been carried out in a workmanlike manner and in accordance with the latest technology. Furthermore, the Supplier represents and warrants that the Supply is free from all liens, warranties, pledges, claims and encumbrances of any kind. A warranty period of 24 months shall run from the date of acceptance of the Supply by the Buyer's customer, it being understood that this period shall not, however, exceed 30 months from delivery by the Supplier to the Buyer. During the warranty period, the Supplier at the Buyer's request will repair or replace at its own expense all parts found to be non-conforming or defective or flawed. The return of the parts to be replaced will be ex-works of the Buyer or ex-works of the Buyer's customer as the Buyer may request. Assembly services for repairs and replacements will be the responsibility of the Supplier. The Supplier will replace or repair non-conforming or defective or flawed parts within 5 days of the Buyer's written request. This shall be without prejudice to compensation for any greater damage suffered by the Buyer. From the date of repair or replacement of non-conforming or defective or flawed parts, a new warranty period of 24 months shall commence. The Supplier agrees in any case, for the entire duration of the warranty, not to supply parts or render services in favor of the Buyer's customers unless there has been a written request or authorization in derogation of the foregoing by the Buyer. In the event that the Supply is not repaired or replaced within the 5-day period indicated above, the Buyer shall have the right to perform or have performed through a third party the repairs or replacements of the parts found to be non-conforming or defective or flawed, charging the related expenses to the Supplier and subject, in any case, to compensation for greater damages. The Supplier undertakes to indemnify the Buyer against any claim, right or demand made by third parties in relation to defective, flawed or non-conforming Supplies, also bearing the costs of any recall and/or replacement campaign that may be necessary. It is understood that, in the event of defective Supplies or in the event of lack of quality of the same, the Buyer may refuse or suspend payment for such materials and/or workmanship or other Supplies until the defects or flaws or non-conformities have been eliminated, without prejudice to the Buyer's right to compensation for damages suffered. This shall be without prejudice to the Buyer's right to termination of the contract relating to defective or flawed or nonconforming Supplies for which it has not requested repair or replacement. It is also without prejudice to any other right and remedy to which the Buyer is entitled by virtue of law, in respect of the defectiveness, defects or lack of quality of the Supplies. The Supplier undertakes to supply, at the Buyer's request and applying its own list prices in force at the time of each individual request, spare parts for Supplies used by the Buyer in the manufacture of its products, for at least 10 years from the interruption of such manufacture by the Buyer, it being understood that this period shall not, however, exceed 15 years from the delivery of the Supplies by the Supplier.

11. BANK GUARANTEES

Where the contractual agreements stipulate that the Supplier is required to provide the Buyer with a bank guarantee for the proper performance of the Supplier's contractual obligations, the Supplier shall, within 15 days of signing the Contract and/or purchase order, deliver to the Buyer an independent guarantee issued by a leading bank, in a text of the Buyer's liking, for a value equal to the price of the Supply(s) to be guaranteed.

12. ACCESS TO THE SUPPLIER'S FACILITIES. USE OF EQUIPMENT OWNED BY THE BUYER. INSURANCE COVERAGE OF THE STOCK.

During the performance of the Supplies by the Supplier, the Purchaser shall have the right, upon notice to the Supplier, to enter the Supplier's premises in order to verify the progress of the work and the performance of the Supplier's services in accordance with the obligations stipulated in the contractual agreements, in the



Specifications of the Supply, in the Technical Documentation, in the Regulatory Requirements and/or in the Export/Customs Requirements, as defined in Article 7 above, it being understood that such verifications (and likewise any failure to do so) on the part of the Buyer shall not relieve the Supplier of its responsibilities regarding the Supply and shall not constitute acceptance of the Supply by the Buyer. Where the Supplier receives from the Purchaser equipment necessary for the performance of the Supply or materials on account of workmanship the Supplier shall use and guard them with diligence and return them, upon completion of the workmanship, to the Purchaser. In such cases, the Supplier shall procure appropriate insurance coverage to guarantee the risks associated with the use and custody of the Buyer's equipment and materials, in a text of the Buyer's liking. In the event that the Supplier uses the Buyer's or third party's equipment, the Buyer shall be released from any liability for any accident that may occur. The Supplier shall also ensure the proper and efficient keeping at its premises of the stock of products covered by the Supplies, taking appropriate steps to protect against damage, theft and/or deterioration, and shall have appropriate insurance coverage against such events, in a text of the Buyer's liking.

13. PERFORMING WORK AT THE BUYER'S AND CUSTOMERS' PLANT.

Where the execution of the Supply includes activities to be carried out at the Buyer's premises or the Clients indicated by the latter, the Supplier undertakes to carry out the work in full autonomy and in a workmanlike manner and assumes the obligation to provide the personnel in charge of the execution of the work with an identification badge and to ensure that the latter comply with all the accident prevention and safety regulations in force, or in any case imposed by the nature of the work or the premises and other provisions in force on the subject (in particular, the provisions of D. Lgs. 81 of April 9, 2008 and any subsequent amendments) as well as all specific department/establishment provisions adopted in the work environment and comply with the prohibitions and prescriptions indicated by any signs posted at the Buyer's or Customer's premises. The Supplier shall provide such personnel with the necessary protective equipment. The Supplier shall in all cases be equipped with the PPE prescribed by applicable regulations and shall comply with the instructions given by the Buyer's or Client's personnel in charge thereof. The Supplier undertakes to acquaint himself, before the start of the individual works, with the specific risks existing in the work environment and hereby indemnifies the Purchaser for any work-related injuries suffered by the personnel in charge, and likewise for any damage that may be caused to third parties due to the cause or fault of said personnel. The Supplier also undertakes to provide the information and provide for the preparation of the documents prescribed by the regulations statutory requirements for risk assessment and management. The Supplier assumes the obligation of constant monitoring of the progress of the work and agrees to notify the Purchaser in writing of the name of its Construction Manager/Site Manager.

14. FORCE MAJEURE.

The Parties' obligations arising from each Supply Agreement governed by these Conditions and/or any different document exchanged between Buyer and Supplier shall be considered suspended in case of the occurrence of force majeure events. For this purpose, force majeure events shall be considered those events that are unforeseeable and outside the will of the Parties that prevent the fulfillment of the obligations of one or both Parties, such as: earthquake, lightning, flood, governmental injunction, war, riot, embargo, etc. (excluding labor issues). The Party intending to avail itself of the suspension shall make its intention known to the other Party, in writing, within 7 days of the onset of the event and thereafter notify the other Party of its termination within 7 days. The party prevented from fulfilling its obligations will give its utmost cooperation to the other to reduce the damaging consequences to the latter. Should the force majeure event continue for a period of time in excess of two weeks, the Buyer reserves the right to terminate the contract without anything therefore being due, with the obligation, in addition, on the part of the Supplier to refund any sums already paid.

15. CONFIDENTIALITY

The Supplier shall observe strict confidentiality of all news of a technical nature received from the Buyer in the performance of the Supply and undertakes to disclose it to its personnel only for the needs connected with the performance of the Supply. None of such news shall be disclosed to third parties without the prior written consent of the Buyer. All constructive changes that the Supplier intends to make to the Supply in order to improve its technical-qualitative characteristics must be agreed upon and authorized in advance by the Buyer.

16. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

The Supplier acknowledges that any document, material, sample, technical specification, drawing or information transmitted by the Buyer for the execution of the Supplies is the property of the Buyer. All industrial and intellectual property rights relating to the products and/or workings that are the subject of the Supply shall belong exclusively to the Buyer. The Supplier warrants that the

Supply has not been made in violation of any third party's intellectual or industrial property rights. The Supplier with the acceptance of these Conditions specifically indemnifies the Buyer and the latter's customers from any recourse and burden regarding any patents, or similar third party rights, that the Supplier itself has deemed necessary and appropriate to adopt in the manufacture or processing of the Supply or that might otherwise be affected/infringed upon by such Supply.

17. SUBFORNITATION

It is forbidden for the Supplier, under penalty of termination of the relevant supply contract and repayment of all damages and expenses, to entrust third parties with the total or partial execution of the Supply without the Buyer's express prior written authorization.

18. WITHDRAWAL - TERMINATION

These Conditions shall remain in force indefinitely and the Purchaser reserves the right to modify them with a reasonable period of notice (30 days in the first year of the duration of the supply relationship, 60 days in the second year begun, if any, and 90 days in the third year begun and thereafter, if any), without prejudice to the Supplier's right to notify the Purchaser within the same period of time of its unwillingness to continue the relationship under the new conditions and with the understanding that, in the absence of written notice to that effect, the modification shall be deemed accepted. It is also understood that, in the case of orders within the framework of a Supply relationship with continuous or periodic execution, the Buyer may withdraw from said relationship by giving notice to the Supplier by registered letter with return receipt or pec with the aforementioned reasonable notice; in turn, the Supplier may withdraw from said relationship by giving notice to the Buyer by registered letter with return receipt or pec with a notice that allows the Buyer to be able to find replacement suppliers and, in any case, not less than

180 days. In case of termination, the Parties' obligation to duly execute the Supply contracts already entered into prior to termination is unaffected. In case of:

- a) Supplier's violation or failure to comply with one or more of the obligations set forth in Articles 3, 4, 6, 7, 10 and 17;
- b) breach of any other obligation under these Conditions or each contract relating to a Supply or otherwise agreed in writing between the parties, where such breach is not remedied by the Supplier within 15 days of receipt of the relevant written notice from the Buyer;
- c) placing the Supplier in a state of liquidation or subject to insolvency proceedings;
- d) Acquisition by another company of a majority of shares or a majority of shares in the Supplier or a position of control within the meaning of Art. 2359 c.c.; the Buyer reserves the right to terminate, pursuant to Article 1456 c.c. where applicable, the individual contract and/or any other framework supply agreement between the parties by giving written notice to the Supplier. This express termination clause shall be without prejudice to the right to compensation for any damage suffered by the Purchaser. In the event that the Supplier commits a breach referred to in (a) and (b) above, the Purchaser shall also have the right to perform or have performed through a third party the services covered by the individual contract and/or any other framework supply agreement between the parties, charging the related expenses to the Supplier, and subject, in any case, to compensation for any greater damages.

19. ASSIGNMENT OF CREDIT

Assignments of credit, special warrants for collection, or other forms of delegation of payment are not permitted without prior and express written authorization from the Buyer. Since the contract relating to a Supply is part of the documents evidencing credit under Art. 1262 of the Civil Code, this clause is in any case presumed to be known to the assignee at the time of the assignment. Therefore, it is also enforceable against the latter pursuant to the second paragraph of Art. 1260 of the Civil Code.

Unless otherwise agreed in writing between the Parties, this prohibition will not operate in the event that the Supplier assigns its receivables accrued against CT Pack to a *factoring* company identified by the latter within the framework of a so-called indirect *factoring* agreement.

20. FULL SETTLEMENT - PARTIAL INVALIDITY

The contract relating to a Supply, any different document exchanged between Buyer and Supplier, these Conditions and the clauses contained in the annexes to the contract relating to a Supply, to any different document exchanged between Buyer and Supplier, and to these Conditions represent a complete agreement between the Parties and supersede any previous agreement regarding the subject matter of the Supply. If one or more of the provisions of these Conditions or of the individual contracts relating to a Supply concluded under these Conditions are found to be invalid, the Conditions and/or said contracts shall nevertheless remain valid in their entirety, and the Parties shall in good faith replace any invalid or ineffective provision with covenants having as similar or equivalent content as possible. In the event of any conflict between these Conditions and the clauses contained in the Contract relating to a Supply or in any other document



exchanged between Buyer and Supplier, including annexes, the special provisions shall prevail.

21 DATA PROTECTION

In relation to Article 13 of Regulation (EU) 2016/679 ("General Data Protection Regulation", hereinafter the "Regulation"), each Party, as the Data Controller, referring to the definitions provided by the Regulation itself, informs the other Party that the personal data provided with reference to this Contract will be collected, recorded, organized, stored and in general subject to processing, for purposes of fulfilling the ongoing contractual obligations between the Parties and the related legal obligations. The provision of personal data by the Parties is optional but necessary for the performance of the contractual relationship between the Parties and the resulting legal obligations, which therefore constitute the relevant legal basis for the processing. Therefore, any failure to provide the data, in whole or in part, may result in the impossibility for the Controller to fully and properly execute the Contract and/or to fulfill the obligations arising therefrom, including obligations under the law.

The aforementioned data may be disclosed, solely in relation to the purposes for which they were collected, to subsidiaries and/or affiliates and/or third parties that collaborate with the Parties in activities related to the performance of the services covered by the Contract (such as, but not limited to, credit institutions and forwarding agents), with registered offices also in countries outside the European Union and/or the European Economic Area. Data will be transferred through appropriate safeguards, such as adequacy decisions, model Standard Contractual Clauses approved by the European Commission or other safeguards deemed appropriate.

Personal data will be retained by the Data Controller for as long as necessary to manage the contractual relationship, including any longer period necessary to protect its interests from liability, handle disputes and/or complaints, and/or keep track of its rights and obligations. In any case, this is without prejudice to the further storage provided for by applicable regulations. The Data Subject has the right: (i) to ask the Data Controller for access to personal data, rectification, cancellation, restriction of processing; (ii) to object to the processing of data concerning him/her; (iii) to portability, i.e. to obtain, in a structured, commonly used and machine-readable format, a copy of the data provided, or to request its transmission to another Data Controller; (iv) to lodge a complaint with a Control Authority.

The Parties, with respect to the data processed by each of them in performance of the Contract, mutually undertake to comply with the Regulations and any applicable data protection legislation. Further obligations of each Party with respect to the protection and security of personal data may be the subject of subsequent specific agreements between the Parties.

In particular, if the processing of personal data on behalf of the other party occurs for the performance of the Agreement, each Party agrees to act as a Data Processor within the meaning of the Regulations, subject to a specific agreement that will govern such processing activities in accordance with Art. 28 of the Regulations. In any case, the Supplier's information notice for the processing of personal data pursuant to Art. 13 GDPR is available at <https://ctpack.com/legal-privacy/>

22 APPLICABLE LAW - PLACE OF JURISDICTION

Italian law shall apply to these Conditions. Any dispute arising from the application of these Conditions shall be subject to the exclusive jurisdiction of the Court of the place where the Buyer has its registered office; in partial derogation of the foregoing, the Buyer may take action at its own discretion at the Court of the place where the Supplier has its registered office (or other office or warehouse) in particular, and not limited to, to recover its own goods or for damages.

Pursuant to and in accordance with Article 1341 of the Italian Civil Code, the Supplier specifically approves, after having carefully reviewed, Articles no. 2 (Entry into force of each contract), 3 (Suspension of payment terms in case of non-conformity of documentation), 6 (Delivery and return terms), 7 (Conformity and supply identification), 8 (Invoicing and payment terms), 9 (Goods inspection), 10 (Warranty - Restrictions on Supplier's authority in contractual relations with Buyer's customers), 12 (Buyer's Verifications and Use of Buyer's equipment), 14 (Force majeure), 16 (Industrial and Intellectual Property Rights), 17 (Subcontracting), 18 (Withdrawal - Termination), 19 (Assignment of Credit), 20 (Complete Agreement - Partial Invalidity) and 21 (Applicable Law and Jurisdiction).