

## DE NORA DO BRASIL LTDA.

### General Conditions of Purchase (“General Conditions”)

#### The Contract

These General Conditions apply to the purchase of products or components (hereinafter the “Goods”) and/or services (hereinafter, the “Services”) by the De Nora legal entities mentioned above as identified in the Purchase Order (as applicable, the “Purchaser”) from any supplier of such Goods and/or Services (the “Supplier”). The Purchaser and the Supplier are referred to individually as a “Party” or collectively as the “Parties”. The Goods and/or the Services described in the purchase order issued by the Purchaser and signed for acceptance by the Supplier (“Purchase Order”), together with any related specifications, drawings, quotations, proposals, special conditions, or other documents expressly incorporated or referred to in the Purchase Order and these General Conditions are hereinafter, collectively, referred to as the “Contract”. In the absence of specific written acceptance by the Supplier, the Supplier will be deemed to have tacitly accepted the Contract (including these General Conditions) upon commencement of the supply of Goods and/or Services as set forth in the Purchase Order.

The Contract shall not be varied and no conditions contained in any quotations, letters, advice notes, invoices or other communications or forms issued by the Supplier shall annul or vary them, unless expressly agreed by both Parties in writing.

#### Assignment and Subcontracting

The Supplier shall not assign nor sub-contract the supply of the Goods and/or the Services, in whole or in part, nor any right, obligation or claim hereunder, without the prior written consent of the Purchaser. Should the Purchaser consent to the assignment or sub-contracting of the whole or any part of the Goods and/or Services set forth in this Contract, such consent shall not in any way relieve the Supplier from its obligations under the terms of the Contract.

This Contract shall inure to the benefit of, and shall be binding upon the successors and permitted assigns of the respective Parties. Purchaser may assign or sub-contract its rights and obligations under this Contract to any of its subsidiaries or affiliated entities.

#### Goods and Services

The Supplier shall provide the Goods and/or the Services and the Purchaser shall pay the Supplier the prices in accordance with Section 4 of these General Conditions. The Supplier warrants to the Purchaser that it is expert in the provision of the Goods and/or Services and shall not deviate from any provision of the Contract unless prior approval to do so has been obtained in writing from the Purchaser.

The Supplier warrants to the Purchaser that the Goods and/or the Services:

- (a) will be performed by appropriately qualified, trained and experienced personnel, with due care, skill and diligence, in accordance with high industry standards of quality, and that

such personnel are competent in relation to any equipment used in the performance of the Contract; the Supplier, upon request, shall promptly provide evidence of the qualification of any personnel involved in the performance of the Contract;

- (b) will be of merchantable quality and fit for any purposes held out by the Supplier or referred to in the Contract;
- (c) will be free from material defects in design, material and workmanship;
- (d) will be new and unused and free and clear of any liens and encumbrances;
- (e) will correspond in all material respects with any relevant specifications, samples, drawings and/or descriptions which forms part of the Contract;
- (f) will comply with any applicable performance or service levels or any other key performance indicators, as may be stated in each Purchase Order;
- (g) will comply with all applicable quality assurance standards, statutory requirements and regulations relating to the Goods and/or Services; and
- (h) will be formulated, designed, constructed, finished and packaged so as to be safe and without risk to health.

The Supplier shall act as an independent contractor and neither the Supplier nor its employees shall be, nor be deemed to be, either expressly or impliedly, employees of the Purchaser. This Contract does not create any partnership between the Purchaser and the Supplier.

#### Payment Terms

The prices specified in the Contract are fixed and firm and are not subject to escalation. Unless otherwise agreed by the Parties in the Purchase Order, the Purchaser shall deliver payment due to the Supplier net sixty (60) calendar days after the Purchaser’s receipt of a correct invoice, following delivery of the Goods and/or completion of the Services (or the performance of expressly specified milestones) as specified in the Purchase Order. All prices include all sales, use, excise, ad valorem, property, importation or other taxes, duties or levies of any kind due or applicable to the supply of the Goods and/or the Services. The Supplier shall be responsible for and pay all taxes, including, but not limited to, sales, use, excise, ad valorem, property, importation, license, income, social security or similar contributions or business and occupation, and any other fees, duties or assessments incurred or assessed on the Supplier and/or its employees as a result of this Contract.

If the Purchaser disputes any item in any invoice, in whole or in part, then the Purchaser shall be liable to pay only the undisputed portion of such invoice until such time as the

Purchaser and the Supplier have reached a written agreement as to the disputed amount. The Purchaser shall promptly notify the Supplier of any such disputed amount.

The Purchaser shall be entitled to set-off against the amounts payable to the Supplier under this Contract any amount owed to the Purchaser by the Supplier on any account and howsoever arising.

#### **Invoicing.**

The Supplier shall issue separate invoices for each Purchase Order number. The Purchaser will not accept nor process for payment any invoice unless its Purchase Order number appears thereon.

#### **Drawings and Technical Data**

Any deviation from or modification to the specifications or the drawings included in the Contract is expressly subject to the Purchaser's prior written approval. If the Supplier considers there is any omission, inconsistency or inaccuracy in such specifications or drawings or that any modification should be made in order to deliver the Goods and/or the Services in accordance with Section 3, the Supplier shall immediately notify the Purchaser in writing. The Supplier agrees that all documents, drawings or other deliverables created or produced by Supplier in connection with this Contract are works made for hire, or if they do not so qualify, the Supplier agrees to assign all rights and title in all such work and documents to the Purchaser. The Supplier shall, when requested by the Purchaser, provide drawings and technical data to the Purchaser. Whether or not the Purchaser shall have indicated his approval, the Supplier shall at all times remain solely responsible for the accuracy of any drawings or technical data related to the Goods and/or the Services.

#### **Labor, Plant and Materials**

Except where specified to the contrary, the Supplier shall provide all labor, tools, plant, equipment and materials to ensure the proper and workmanlike performance of the Contract. Materials shall be new and of appropriate quality. With respect to the equipment necessary to carry out the Services, if any, the Supplier warrants that it shall only use equipment owned by the Supplier or on which the Supplier has legal right, even if owned by third parties or by the Purchaser. In the performance of the Services, the Supplier shall use materials, equipment, machinery, control instruments and facilities that comply with the requirements established by any applicable laws concerning safety and prevention of incidents on the workplace. The Supplier also undertakes to carry out the maintenance of the aforesaid items, in order to constantly comply with any Applicable Laws.

In the event that Supplier shall in the performance of this Contract require access to any Purchaser facility then, in addition to compliance with all of the terms and conditions on the face or back of this Contract, Supplier shall fully comply with all of Purchaser's corporate policies including, but not limited to, the Drug Free Workplace Policy, the Smoking Policy and the Weapons Policy. Copies of these policies are posted at Purchaser's facilities and/or shall be

provided to Supplier upon request. Failure to comply with these policies shall be cause for immediate cancellation of this Contract.

#### **Progress Checks, Inspections and Tests**

The Purchaser shall be entitled, at its discretion (having given the Supplier reasonable prior written notice) to check progress under the Contract, to inspect the Goods and/or any work regarding the Goods and/or the Services, and to make such tests as are prescribed in the Contract, during the performance of the Contract and before delivery of the Goods and/or the Services. The Supplier shall afford the Purchaser's or Purchaser's client's representative appropriate facilities for such purpose, including access to the Supplier's (or its subcontractor's) premises at all reasonable times during normal working hours. Any travel, labor and living costs, incurred by the Purchaser in the performance of, or witnessing of any such testing shall be for the Purchaser's account.

#### **Delivery**

Time shall be of the essence with respect to delivery of all Goods and/or Services and delivery shall be made in strict compliance with the requirements of the Contract. In the event that the Supplier fails to complete delivery of Goods and/or Services in accordance with the delivery schedule or delivery date set out in the Purchase Order, the Purchaser shall be entitled to recover liquidated damages from the Supplier, at the rates specified in the Purchase Order, which rates are agreed to represent a fair estimate of the damages caused by such delay, and are not a penalty. In addition to liquidated damages, the Purchaser reserves the right, at its sole option, to obtain the Goods or Services from third parties at Supplier's risk and cost and to claim for any further loss or damage incurred by the Purchaser as a result of the failure to deliver the Goods and/or the Services in accordance with the Purchase Order.

Unless otherwise agreed in the Purchase Order, the Goods shall be delivered INCOTERMS DDP (in the release 2010 and/or any latest release as applicable from time to time) at the destination designated by the Purchaser. Partial deliveries shall only be permitted if explicitly stated in the Purchase Order. The Supplier shall contact the Purchaser for approval prior to shipping the Goods. The Supplier shall ensure that all Goods are packed in a safe and sufficient manner so as to avoid damage or loss until delivered.

All orders of Goods must be shipped with a packing list including, at the minimum, each Good's Supplier SAP part number, the number of the associated purchase order or other documentation evidencing the purchase, and the quantity of the Goods included in the shipment.

#### **Passage of title and risks**

Risk of loss shall pass in accordance with the INCOTERMS (in the release 2010 and/or any latest release as applicable from time to time) specified in the Contract.

Title to all Products and/or Services will pass to and vest in Purchaser on the earlier of (i) the date of delivery (as regulated in Section 9 hereof) or (ii) the date of payment by Purchaser according to Section 4 hereof.

### **Inspection and Warranty**

The Purchaser has the right to inspect the Goods and/or the Services on or after the delivery date. The Purchaser, at its sole option, may inspect all or a sample of the Goods and/or the Services, and may reject all or any portion of the Goods and/or the Services if it determines the Goods and/or the Services are non-conforming or defective. If the Purchaser rejects any portion of the Goods and /or Services, it has the right, effective upon written notice to the Supplier, to: (i) terminate this Contract in its entirety; (ii) accept the Goods and/or Services at a reasonably reduced price; or (iii) reject the Goods and /or Services and require replacement of the rejected Goods and/or re-work of the rejected Services. All related costs and expenses shall be borne by Supplier. If the Supplier fails to timely deliver replacement Goods and/or re-work the Services, the Purchaser may replace them with goods or services from a third party and charge the Supplier the cost thereof and terminate this Contract for cause pursuant to Section 20 herein.

For a period of 24 months after the date of delivery of the Goods and/or the Services (or such other period as is stated in the Purchase Order), the Supplier shall, with all possible speed and without cost to the Purchaser, replace, repair or make good any defective Goods or Services or any part thereof found to be defective whether due to faulty material, workmanship, design, or to any act or omission of the Supplier.

### **Reservation of Rights**

The making of, or the failure to make, any inspection or payment for the Goods and/or Services covered by this Contract shall in no way impair Purchaser's right at any time to reject non-conforming or defective Goods or Services (notwithstanding Purchaser's knowledge of the non-conformity or defect, its materiality or the evidence of its discovery), nor be deemed to constitute acceptance by the Purchaser of the Goods or the Services, nor shall affect in any way Supplier's performance of its obligations under this Contract.

### **Changes**

The Purchaser may, at any time, by a written modification, request changes to the scope of this Contract. For each change an equitable adjustment shall be negotiated in the price and/or the delivery schedule to be included in a written change order signed by both Parties. Nothing herein shall excuse the Supplier from proceeding with the performance of the changes requested by the Purchaser, prior to the negotiation of any equitable adjustment of the prices.

### **Indemnity**

In addition to the indemnities set forth in Section 15, Section 16 and elsewhere herein, the Supplier hereby agrees to assume the risk of and to release, defend, indemnify, and hold harmless the Purchaser, its parent, subsidiaries, and affiliates, and their employees, agents or representatives (hereinafter "**Indemnified Party**") from and against all loss, damage, liability, cost and expense (including, without limitation, attorneys' fees) arising out of any injury (including death) to any person or damage to any property, including

customer's property, resulting from or in any way connected with the performance of this Contract or the Goods and/or the Services supplied hereunder, except to the extent such loss, damage, liability, cost or expense is exclusively caused by any Indemnified Party.

### **Intellectual Property Rights**

The Supplier shall fully indemnify the Purchaser against all claims, liabilities, damages, losses, costs and expenses concerning infringement or alleged infringement of any patent, registered design, trade mark, service-mark, copyright, creative work, or similar protection which arise out of or in connection with the Goods and/or the Services supplied or from anything done by or for the Supplier in relation to the Goods and/or the Services supplied or any use or resale by the Purchaser of such Goods and/or Services. Notwithstanding the foregoing, Supplier shall have no liability to Purchaser if any intellectual property infringement or claim thereof is arises out of the strict compliance with designs, plans or specifications furnished by or on behalf of the Purchaser. Subject to any express written agreement of the Parties to the contrary, signed by both Parties, all know-how, copyright, trademarks, design rights, database rights, patents and other rights in intellectual property (whether or not registered or registerable) and including all future rights, created by Supplier's employees in the course of the supplies of the Goods and/or Services, are and shall remain a "work made for hire" pursuant to 17 U.S.C. Sec. 101 and the sole property of the Purchaser who shall retain all such rights, and the Supplier shall, at the expense of the Purchaser, do (or refrain from doing) all reasonable acts and execute all documents as are necessary to confirm title to the Purchaser to such rights or to perfect the Purchaser's title (whether by registration or otherwise). The Supplier shall not be entitled to any remuneration or compensation, in addition to the prices set forth in the Purchase Order, with respect to any intellectual property rights created by the Supplier Employees, since such possibility has already been taken into consideration and included in the prices payable to the Supplier under the Purchase Order.

### **Compliance with Laws**

By acceptance of this Contract, the Supplier represents that it has complied, and will comply, with all laws, regulations, ordinances, restrictions, treaties and conventions now or hereinafter in force applicable to the Services and/or the Goods (collectively referred to hereunder as the "**Applicable Laws**") including, but not limited to, any Applicable Laws relating to: (i) pollution or protection of the environment, including emissions, discharges, releases or threatened releases of polluting substances into air, surface water, ground water, or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of the pollutants, contaminants or hazardous or toxic materials or wastes and/or any other environmental matters, waste management, handling of hazardous and/or dangerous products and substances; (ii) export compliance and trade regulations; (iii) conditions of employment, subcontractor selection, discrimination and occupational health and safety.

Supplier further represents, warrants and certifies that chemical substance, constituting or contained in goods sold to Purchaser are in compliance with the requirements of the REACH Regulation, and further certifies that no facility which does not have or has been subject to any penalty for non-compliance with the licenses and regulatory and environmental operating permits in force and effect to will be used in the performance of this Contract. The Supplier shall provide the Purchaser in writing with such information as is necessary relating in any way to the Goods and/or the Services supplied and its design, testing, use, setting, cleaning, maintenance, handling, processing, storage, transport, dismantling or disposal in compliance with Applicable Laws, including in relation to hazardous or toxic substances (if any) or to any other environmental or health or safety risks or specific regulations related to or arising from the same. The Supplier shall complete any security chain questionnaire or other document reasonably requested by the Purchaser relating to its import/export activities.

The Supplier will promptly provide evidence of its compliance with any Applicable Laws upon reasonable request by the Purchaser. With respect to any Supplier's non-compliance with any Applicable Laws the Supplier will defend, indemnify and hold the Purchaser harmless from and against any liability, claims, demands, or expenses (including attorneys' fees and other professional fees, settlements and judgments) relating to such non-compliance. The Purchaser may terminate this Contract forthwith upon written notice to the Supplier at any time and with the consequences set forth in Section 20.2 below, if in the Purchaser's reasonable judgment, the Supplier: (i) is in material breach of any Applicable Laws; and/or (ii) fails to comply with its obligations under this Section 16.

Purchaser informs Supplier that the data collected for the purpose of this Contract and therein included shall be processed in compliance with the relevant applicable US legislation. Supplier acknowledges that the data collected for the purpose of this Contract and therein included might be transferred by Purchaser to the Italian parent company of Purchaser, Industrie De Nora S.p.A. which shall process them pursuant to the Regulation (EU) no. 2016/679. The privacy notice adopted by Industrie De Nora S.p.A. is available on the De Nora website at <https://www.denora.com/info/privacy-policy.html>.

### **Liens**

All Goods and Services delivered or performed under this Contract will be free of all liens, claims, charges and encumbrances, legal or equitable and, upon request, the Supplier will furnish the Purchaser with formal releases. If any such lien, claim, charge or encumbrance is not immediately discharged, the Purchaser may discharge the same or cause the same to be discharged at the expense of the Supplier.

### **Confidentiality**

Any specifications, drawings, quantities, sketches and other technical or commercial information furnished to the

Supplier by the Purchaser or created or produced by the Supplier for the Purchaser in connection with this Contract (including the Goods and/or the Services) shall remain and/or become Purchaser's property, and shall be deemed to be the confidential information of the Purchaser. Without having obtained the prior written consent of the Purchaser, the Supplier agrees to make no commercial nor other use of said information nor reproduce, analyze, give right to any third party to reproduce or analyze (except in connection with this Contract) and to make no disclosure thereof to anyone either before or after completion of this Contract, except to those employees having a genuine need to know such information in connection with the performance of this Contract. The Supplier further agrees to have these third parties/employees execute confidentiality agreements containing confidentiality obligations at least as stringent as those contained herein. Nothing in this Contract shall be deemed to grant the Supplier any rights to use all or any of the Purchaser's confidential information except for the purposes of this Contract. All confidential information provided by the Purchaser to the Supplier for the performance of this Contract shall be returned to the Purchaser upon completion of this Contract or upon Purchaser's demand. In the event that a separate non-confidentiality agreement has been executed between the Parties, these provisions as to confidentiality shall apply in addition to, and not by way of substitution of, the provisions of such non-confidentiality agreement.

### **Suspension**

The Purchaser reserves the right to suspend the execution of the Contract at any time with immediate effect on written notification to the Supplier. During the suspension, the performance of all obligations relating to the Contract will be suspended, except for those concerning confidentiality and intellectual property rights. The Supplier shall safeguard the supplies of Goods and/or Services during the period of the suspension at its risk.

If the suspension lasts for more than three months, for a reason other than an event of Force Majeure pursuant to Section 24 hereunder or a default by the Supplier, the Supplier shall be entitled to the reimbursement of its reasonable, documented costs incurred by the Supplier as a direct consequence of the suspension.

### **Termination**

#### **20.1 Termination for convenience**

The Purchaser may terminate this Contract at any time, in whole or in part, at any time for any reason whatsoever or for no reason, with or without cause, on ten (10) days' prior written notice to the Supplier. In such event, the Supplier shall, subject only to reasonable mitigation efforts to minimize costs and Purchaser's express instructions in writing, immediately cease performing all Services and the supply of Goods to the Purchaser. Upon termination of this Contract under this Section 20.1, the Purchaser shall pay to the Supplier the following amounts, in full satisfaction of any claims that the Supplier may have in relation to the termination and as Supplier's sole remedy for such anticipated termination: (a) all payment owed in accordance

with the Contract for all Services completed and Goods supplied up to the date of the termination; and (b) sub-contractor or third party cancellation charges incurred by the Supplier due to the termination, provided that such charges were approved in writing by the Purchaser prior to the Supplier entering into the contract giving rise to the charges and to the extent such charges are substantiated by documentation satisfactory to and verified by the Purchaser.

## 20.2 Termination for Supplier's default

The Purchaser may, in addition to any other rights or remedies that may be granted to the Purchaser under this Contract or at law, terminate the Contract with immediate effect in the event the Supplier has not performed or complied with any of the provisions of this Contract and the Purchaser has provided written notice to the Supplier of the default, and the Supplier has failed to rectify the matter giving rise to the notice within five business days after receipt thereof.

The Purchaser may also terminate this Contract at any time in the event that the Supplier becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. In the event of termination for such events, the Purchaser may complete the performance of this Contract by such means as the Purchaser selects, and the Supplier shall be responsible for any costs incurred by the Purchaser in so doing, in addition to any other damages suffered by the Purchaser.

### Law and venue of Court

All matters arising out of or relating to this Contract shall be governed by and construed in accordance with the laws of Brazil. Any legal suit, action or proceeding arising out of or relating to this Contract shall be instituted in the jurisdiction of the City of São Paulo, State of São Paulo, Brazil, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

### Business Ethics, Anti-Bribery and Administrative Liabilities of Entities.

Without limitation to Section 16 above, the Supplier warrants and undertakes to the Purchaser that it shall comply with:

- a) All principles included in De Nora Code of Ethics ([Code of Ethics | De Nora](#)) - to the extent relevant to Supplier – and the applicable rules included in the Suppliers' Code of Ethics ("[Procurement | De Nora](#)") while performing their obligations under this Contract. Purchaser has the right to verify, throughout the duration of the Contract, either directly or through third parties, the respect by Supplier of the Suppliers' Code of Ethics, with confidentiality and with reasonable notice.
- b) Laws, rules and regulation enacted to combat bribery and corruption (including but not limited to U.S. Foreign Corrupt Practices Act ("FCPA"), the UK Bribery Act 2010, the Italian Legislative Decree

231/2001, and the Brazilian Anti-Corruption Law) and shall not directly or indirectly pay, offer, promise or give anything (including service) of value to any party, including an employee or official of a government, government controlled enterprise or company, or political party, while being aware of or having a belief that such money or item of value will be passed to influence any act or decision by such person or by any government body for the purpose of obtaining undue advantages to the Purchaser or to any other person or entity related to this Contract;

- c) To the extent the Purchaser has adopted the Organizational Model pursuant to Italian Decree 231/2001 aimed to the prevention of crimes and consequent liability of corporations (the "**Model**"), available for consultation by the Supplier on the Purchaser's website at "[Internal Controls' System | De Nora](#)", the Supplier also declares that it has adopted adequate internal procedures aimed to prevent crimes involving the administrative liability of entities under Italian Decree 231/2001.

The Supplier may report through the [Whistleblowing | De Nora](#) platform or other available channels included in the De Nora Global Whistleblowing Policy, any breach or suspected breach of De Nora Code of Ethics, Suppliers' Code of Ethics, Organizational Model pursuant to Italian Decree 231/2001, or other internal procedures of De Nora eventually shared with Supplier and/or applicable laws and regulations.

The Purchaser may terminate this Contract forthwith pursuant to Section 20.2 above, if in the Purchaser's reasonable judgment, the Supplier is in material breach of any of the above representations or undertakings.

### Sanctions and Export Controls

The Supplier hereby acknowledges and agrees that: (i) the export, sale or transfer of the Goods and/or performance of Services outside the customs territory of the European Union or of Brazil and/or towards certain persons and/or entities or to certain destinations/end uses may be subject to control and/or prior authorization by competent authorities and/or to restrictive measures or prohibitions under United Nations (UN), European Union (EU), Italian, United States of America (USA), United Kingdom (UK), or Brazil (BR) export control and/or international economic sanctions legislation (collectively, the "Measures"); (ii) the Purchaser adheres to all applicable Measures.

The Supplier represents and warrants that (i) it is not included in any list of natural or legal persons, entities or bodies subject to any Measures, nor owned or controlled by any such person or entity (a "Designated Party") and (ii) it shall comply with all Measures applicable to Supplier and/or Purchaser and/or the Goods and/or Services and to such effect shall put in place all the necessary tools and protections to ensure full compliance thereof. The Supplier shall not source, purchase, export, transfer or otherwise make available, directly or indirectly (including without

limitation through shippers or forwarders), any Goods or Services to any Designated Party. Supplier warrants that it has obtained all necessary export approvals for the provision of the Goods and or Services to the Purchaser, its customers and end users. Supplier shall immediately notify Purchaser in writing if any Goods and/or Services become subject to export and/or re-export prohibition or restriction under any Measures.

Purchaser shall be entitled to immediately terminate any Contract due to the occurrence of any Measures or change of law or regulation (domestic or international) and/or their further application, guidance, and interpretation, affecting the Supplier's country and/or the involved persons/ entities or due to the fact that Supplier becomes a Designated Party, as well as if the Supplier's export privileges are otherwise denied, suspended or revoked. In such a case, Supplier shall have no right or claim against the Purchaser for liabilities, damages, losses, expenses and claims of any nature.

Supplier shall relieve the Purchaser of all losses, costs, claims, causes of action, damages, liabilities, and expenses, including legal fees, expenses of litigation and or/settlement, and court costs, arising from any violation by the Supplier or its officers, employees, agents, suppliers, or subcontractors at any tier, of this Section 23.

In the event that the Purchaser's performance is prevented or made unreasonably difficult or commercially uneconomic by the occurrence of one of the following events (each an "Excusing Event"):

- a) any change in the laws of the Italian Republic, the European Union, the United Kingdom, Brazil, and/or of the United States of America, including, but not limited to, the adoption of export control measures or international economic sanctions of any kind that may impact the Purchaser's obligations;
- b) any amendment, extension or revision, or any change in the interpretation or in the application, by any court, tribunal or regulatory authority with competent jurisdiction, of any laws of the Italian Republic, and/or of the European Union, and/or of the United Kingdom, and/or of the United States of America, and/or of Brazil, existing at the time of execution of this Contract, on export control or international economic sanctions;
- c) failure to obtain any authorization, permit or license necessary for the efficacy or execution of the sale of the Goods or of any Services by any competent authority; or
- d) any other event, whether or not similar to the ones specified above, outside the control of the Purchaser, which would prevent the execution of the Contract at the originally agreed terms, because of laws on export control and/or international economic sanctions of the Italian Republic, the European Union, the United Kingdom, Brazil, and/or of the United States of America.

**The Purchaser shall notify in writing the occurrence of an Excusing Event to and consult the Supplier in good faith on any useful or appropriate steps to be taken to ensure the regular execution of the transaction. The fulfillment of the**

**Parties' respective obligations will be suspended during the consultation period since the date of the notification of the Excusing Event. In case after a consultation period of 60 days it appears that the Purchaser's obligations cannot be further executed because they have become invalid or unlawful under the applicable law, the relevant Contract shall be terminated without any right of the Supplier to obtain compensation or any other similar relief. In case the Purchaser's obligations are not unlawful or invalid per se, but they have become impossible or uneconomic, the execution of the Contract shall be suspended since the date of the notification of the Excusing Event until the Excusing Event terminates. In this last case, the Purchaser and the Supplier shall strive to minimize, as far as reasonably possible, the prejudice determined to each of them by such suspension. If no agreement is achieved by the Parties on how to continue the execution of the Contract, Purchaser shall be entitled to terminate the Contract at any time with no liability to Supplier.**

#### **Insurance**

The Supplier shall maintain insurance coverage of the types and in the amounts required by any Applicable Laws and good industry practice, including but not limited to employer's liability or workmen's compensation insurance as applicable, product liability insurance and personal injury/property damage insurance and any other insurance which may be specified in the Purchase Order. The Supplier shall, within seven (7) days after receiving a written request from the Purchaser, (i) name and maintain the Purchaser as an additional insured under all such policies and (ii) provide to the Purchaser certificates of insurance confirming its addition to the policies, the insurers policy numbers, types and levels of coverage.

The fact that the Supplier has obtained the insurance required in this Contract shall in no manner reduce the Supplier's obligations or liability set out in this Contract.

#### **Force Majeure**

Neither Party shall be liable to the other Party for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond a Party's reasonable control, that materially and adversely affects a Party's ability to perform its obligations hereunder, and that is not the result of the Party's willful neglect, error, omission or failure to exercise reasonable due diligence and which was unforeseen or not reasonably foreseeable by such Party as of the date of this Contract. For the sake of clarity, increases in raw material, labor, or other costs or other general or market economic conditions shall not constitute Force Majeure pursuant to the Contract. In the event a Party reasonably knows or should know that an act, event, or condition constitutes Force Majeure hereunder, such Party shall notify the other within 10 days of the date such Party knows or should know of such act, event, or condition. If a Party is unable to perform any of its obligations hereunder

as a result of a Force Majeure event, the Party shall be required to resume performance upon termination of the event and shall have reasonable additional time for performance. For the avoidance of doubt, the shortage of or increase in price of raw materials or delays due to the shortage of raw materials, supported by documentary evidence acceptable to Purchaser may, to the extent in accordance with the terms set forth above, be considered a Force Majeure event, but shall not entitle Supplier to any price or other order adjustment. In the event that the Force Majeure event persists for a period of more than sixty (60) days in aggregate, either Party may terminate this Contract without liability to the other Party. In this case the provisions under Section 20.1 above shall apply.

#### **Flowdown Provisions**

The Contract may be executed by the Purchaser in pursuance of its obligations under any agreement with a third party (a "Prime Contract") and, under such Prime Contract, the Purchaser may be liable for liquidated damages in the event of late delivery. To the extent that the Supplier delivers any Goods and/or Services later than the agreed delivery date and such delay causes the Purchaser to fail to meet the requirements of the Prime Contract, the Supplier shall be liable to pay such portion of any liquidated damages owed by the Purchaser to its client which corresponds to the Supplier's responsibility for such late delivery, including, if applicable, Supplier paying the total amount of any liquidated damages owed by Purchaser to Client in the event that Supplier is principally responsible for any delays in Purchaser's schedule.

#### **Hazardous Materials.**

**Supplier shall notify Purchaser in writing upon receipt of Contract if goods to be furnished hereunder are subject to laws or regulations relating to hazardous or toxic substances; or when disposed of, to regulations governing**

**hazardous wastes, or to any other environmental or safety and health regulations. Supplier shall furnish all appropriate shipping certification and instructions for shipping, safety, handling, exposure, and disposal in a form sufficiently clear for use by Purchaser's nontechnical personnel and sufficiently specific to identify all action which the user must take concerning the material.**

#### **Entire Agreement**

The terms and conditions herein supersede any inconsistent terms and conditions in any document submitted by the Supplier to the Purchaser. This Contract reflects the entire agreement of the Parties related to the supply of the Goods and/or the Services.

#### **General**

If any term or provision of this Contract is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision in any other jurisdiction.

All notices, request, consents, claims, demands, waivers and other communications hereunder ("Notice") shall be in writing and addressed to the Parties at the addresses set out in the Contract or to such other address that may be designated by the Parties in writing from time to time. Notices may be delivered by personal delivery, courier, facsimile, certified email or registered mail. Except as otherwise provided in the Contract, a Notice is effective (a) upon receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this provision. Any delay in exercising or non-exercise of any right by Purchaser shall not be deemed a waiver of that right. Any remedy conferred upon each Party for breach of the Contract shall be in addition to and without prejudice to all other rights and remedies available to such Party, unless otherwise specifically set forth in the Contract.