

GENERAL PURCHASE CONDITIONS

1. SCOPE OF APPLICATION

- 1.1 These general conditions of purchase (“**General Conditions**”) apply to all supplies of Goods (as defined below) and/or to all supplies of Services (as defined below) carried out by a supplier (“**Supplier**”) in favour of Europolveri spa (as defined below), pursuant to agreements - in any form concluded - between the latter and the Supplier, e.g. by exchange of correspondence, or by exchange of a purchase order by Europolveri spa (“**Order**”) followed by order confirmation from the Supplier (“**Order Confirmation**”) (hereinafter, all said contractual means will be defined as “**Agreement**” or “**Contracts**”).
- 1.2 These General Conditions may be expressly derogated from an Order and/or a Contract, it being understood that such derogation will be valid and effective only limited to the specific Order or Contract in question.
- 1.3 The Supplier renounces the application of any of its own general conditions of sale, which must therefore be considered devoid of any effectiveness between the Parties. Any particular supply conditions proposed by the Supplier will be applicable to the Contract only if expressly accepted in writing by Europolveri spa.

2. DEFINITIONS AND INTERPRETATION

- 2.1 In addition to the definitions set out in these General Conditions, for the purposes of the latter, the expressions listed below will have the meaning respectively attributed to them:

“**Goods**”: All materials, raw materials, products or any movable property supplied under the Contract.

“**Confidential Information**”: Any information, commercial or otherwise, relating to Europolveri spa, its products, processes, services and activities, of which the Supplier has become aware in connection with the execution of Contracts.

“**Parties**”: Europolveri spa and the Supplier.

“**Results**”: Any invention, knowledge, data, information, method, *know-how*, *software*, photographic or filmed image, solution and/or project conceived, implemented or developed by the Supplier within the scope of the execution of the Contract.

“**Specifications**”: The technical, qualitative, quantitative and/or functional characteristics that the Goods and/or Service must satisfy in accordance with the Contract.

“**Services**”: Services (activities and services), including of an intellectual nature, provided by the Supplier in favour of Europolveri spa and/or the works whose implementation is entrusted to the Supplier by Europolveri spa.

“**Europolveri spa**”: Company incorporated under Italian law with a registered office in Via Galvani no. 69, 36066 Sandrigo (VI), VAT number and Fiscal Code: VAT no. IT 00822720249.

- 2.2 The sections of the Articles and Paragraphs referred to in these General Conditions are used for the sole purpose of facilitating reading, without affecting the interpretation of the same. Therefore, unless otherwise specified:
 - i) the terms with an initial capital letter will have the same meaning attributed to them in these General Conditions in the text;
 - ii) the terms defined in the singular will have the same meaning if used in the plural and vice versa;
 - iii) references to points, Articles or Paragraphs are intended to be made to points, Articles or Paragraphs of these General Conditions;

iv) the expressions "*obliges to ensure that*", "*will ensure that*", "*will make sure*" and equivalent formulas referred to in these General Conditions imply a promise of the obligation or the fact of the third party, pursuant to and for the effects of article 1381 of the Civil Code.

3. ACCEPTANCE OF ORDERS

- 3.1 The Orders will be binding and irrevocable for Europolveri spa when the latter receives the Order Confirmation duly signed by the Supplier for acceptance of the Order.
- 3.2 The Supplier must return the Order Confirmation duly signed for acceptance to Europolveri spa within 15 (fifteen) days of receipt of the Order. Failing this, Europolveri spa may revoke the Order or refuse the supply until the Supplier has returned the duly signed Order Confirmation.
- 3.3 By accepting the Order, the Supplier undertakes to supply the Goods and/or the Service in compliance with the Specifications defined therein. Before proceeding with the supply of the Goods and/or Services, the Supplier must report any necessary variations with respect to the provisions of the Specifications to Europolveri spa, without prejudice to the fact that no variations may be implemented by the Supplier without the written approval of Europolveri spa

4. QUANTITY AND QUALITY

- 4.1 Except as otherwise provided in the Orders or Contracts, the Supplier guarantees that the Goods supplied will comply with the applicable legislation in force in Italy and the European Union, suitable for the use for which it was purchased and free defects and vices for a minimum period of 24 (twenty-four) months from the time of delivery.
- 4.2 If the quantities of the Goods delivered do not conform to the volumes indicated in the Order or agreed in the Contract, at its discretion, Europolveri spa may: (a) accept the quantities actually delivered and consequently modify the quantities of any subsequent supplies in a corresponding manner; (b) demand that the Supplier collect the excess quantities, or where Europolveri spa deems it appropriate, return all or part of any excess quantities with transport at the Supplier's expense and risk, as well as charging the latter the costs therein consequent and storage costs, if the Supplier does not promptly collect the Goods; (c) demand that the Supplier immediately send any missing quantities of goods, in any case charging the latter the costs and expenses resulting from such failure. Europolveri spa may opt for one of the remedies referred to in the previous letters a), b) c) within 15 (fifteen) days from the date of delivery of the Goods in question.
- 4.3 The Supplier warrants that the Goods delivered will be free from defects for a period of 24 months from delivery and that the Services provided will comply with the Specifications. The Goods and/or Services supplied will be considered defective and/or non-compliant if: (a) they do not comply with the provisions prescribed of the relevant Order and/or Contract, or (b) they do not reflect the characteristics possessed by the samples and prototypes delivered by the Supplier, or (c) they are not suitable for the use for which Europolveri spa intended to use them.
- 4.4 Without prejudice to any rights belonging to Europolveri spa pursuant to the Orders and/or Contracts or by law, Europolveri spa may ask the Supplier to repair or replace the defective Goods free of charge or to render the Service in accordance with the Order or with the applicable Contract within a reasonable time; the replaced or repaired Goods must be delivered at the expense and risk of the Supplier to the Europolveri spa factory within the terms indicated by the latter. If the Supplier fails to do so, alternatively and at its discretion, Europolveri spa will have the right to (i) terminate the Contract and/or the Order, in accordance with the provisions of article 17; (ii) obtain an appropriate reduction in the price of defective Goods and/or non-compliant Services; or (iii) if the Goods are defective and/or the Services are only partially non-conforming, have the supply of such Goods and/or Services carried out by third parties of its choice and at the expense of the Supplier

4.5 In the event that Europolveri spa launches a recall campaign for its products due to defects in the Goods supplied by the Supplier, the latter must hold Europolveri spa harmless from any action, right, claim of third parties in this regard and compensate it for all costs, burdens and expenses necessary to carry out the recall campaign and, if necessary, replacements.

5. RISK AND TITLE – DELIVERY AND RECEPTION

5.1 The terms and place of delivery and the transfer of risk for total or partial damage or loss of the Goods supplied by the Supplier to Europolveri spa will be governed by the Incoterms rules referred to in the Order or in the applicable Contract and, in the absence of specification, the Goods will be delivered to the Europolveri spa establishment, with costs and risk of transport borne by the Supplier. The Goods must be packaged and transported by the Supplier in a suitable manner to protect them from any damage.

5.2 The Goods and/or Services will be considered definitively accepted by Europolveri spa only upon the positive outcome of any testing procedures agreed in writing between the Parties.

5.3 The Supplier must punctually respect the terms of delivery indicated in the Orders and/or in the Contract (to be considered peremptory and binding in the interests of Europolveri spa), with respect to which neither delays nor early deliveries are permitted. Europolveri spa has the right to return, at the Supplier's expense, any Goods supplied that may have arrived before the agreed deadline and to charge the latter for storage costs, as well as financial charges relating to the early delivery period.

5.4 In case of delay in the delivery of the Goods and/or in the provision of the Services, Europolveri spa will have the right to apply a penalty for the delay equal - unless otherwise agreed upon in the Order and/or in the Contract - to 0.5% of the price of the Goods or the fee for the Service per full week of delay, up to a maximum of 5% of the price of the Goods not delivered or the Service not completed within the deadline agreed upon. In addition to the aforementioned penalty, Europolveri spa will be entitled to full compensation for any and all damage directly or indirectly caused to it, including, by way of example, but not limited to, damages from the interruption of the production, or in any case resulting from delay in delivery of the Goods or in the completion of the Services.

6. PRICES AND PAYMENTS

6.1 Unless otherwise agreed in writing, (i) the prices indicated in the Orders and/or Contracts are intended to be fixed and not subject to any revision, (ii) the prices of the Goods must be understood as delivery to the Europolveri spa establishment.

6.2 The Supplier expressly recognizes that all invoices issued by the Supplier must mandatorily report the Purchase Order number issued by Europolveri spa in relation to the supply of the respective Goods and/or Services.

6.3 Any credit rights of Europolveri spa (also arising pursuant to Article 7.6) may be satisfied by compensation with the amounts owed by Europolveri spa to the Supplier as consideration for the Goods and Services pursuant to the art. 1252 c.c. In any case, Europolveri spa will have the right to suspend payments due to the Supplier pursuant to the Contract and/or the Orders in the event that (i) any third party directly asserts against Europolveri spa any claim dependent on, or connected to, the obligations incumbent on the Supplier by law and/or by Contract (including any applicable national collective agreements), (ii) the Goods delivered are defective or the Services do not conform to the Specifications.

7. OBLIGATIONS AND RESPONSIBILITIES OF THE SUPPLIER

7.1 In performing the Services or supplying the Goods, the Supplier undertakes to observe all legislative and regulatory provisions applicable to the supply entrusted to it and, in particular, undertakes to:

- a) implement all the technical and/or organisational precautions, as well as use any equipment, prescribed by the current accident prevention regulations, for the purposes of compliance with the

applicable regulations regarding both safety and hygiene at work of its technicians and workers, and the safety of people, systems and things of Europolveri spa and third parties;

b) maintain effective and valid at least until the end of the duration of the guaranteed obligations provided for in the Contract, the insurance policies for civil liability towards third parties and/or supply risk, as well as those possibly stipulated at the request of Europolveri spa;

c) report to Europolveri spa any changes that may occur regarding the ownership, shareholding structure and corporate organisation of your company.

7.2 If called upon to provide a Service or supply a Good at Europolveri spa establishments, laboratories, warehouses or offices, the Supplier also undertakes to:

a) ensure that its employees respect the company regulations and safety procedures of Europolveri spa;

b) assume at its sole expense all responsibility for accidents and damages of any nature, directly or indirectly caused by its employees and by its activities to employees or property of Europolveri spa, expressly relieving it and holding it harmless from any and all liability, cost, burden or claim of third parties in this regard.

7.3 The lifting and handling means and, more generally, all the equipment necessary for the Supplier for the provisions of the Service or supply the Goods will be made available at the expense of the Supplier, who guarantees their full suitability for the use for which they are intended, unless otherwise provided in the Order or Contract. These vehicles must fully comply with the regulations in force for the entire duration of the activity. The Supplier is expressly forbidden to use means and/or equipment owned by Europolveri spa.

7.4 The Supplier undertakes to promptly communicate in writing to Europolveri spa, and in any case within 3 (three) days from the moment in which it becomes aware of it, (i) the possible onset of disputes/irregularities regarding contributions that concern it, as well as (ii) any dispute, even if only threatened, in relation to the claims referred to in Article 7.5(ii).

7.5 The Supplier undertakes to indemnify and hold Europolveri spa harmless from any loss, claim, cost or expense (including legal expenses for defence in court and/or sanctions imposed pursuant to law) consequent to, or relating to, (i) any failure to fulfil Contracts and/or Orders or in any case in relation to the supply and/or use of the Goods and/or performance of the Services by the Supplier; or (ii) claims made against Europolveri spa by employees (or other personnel also pursuant to contracts of a different nature) of the Supplier or by their heirs and/or assignees and/or by third parties (including public bodies and authorities) relating to remuneration, compensation, social security and/or welfare payments relating to the existing employment relationship with the Supplier or its termination.

7.6 The Supplier will have to take out an insurance policy at its own expense (with a primary insurance company and with deductibles and limits defined on the basis of normal market conditions) to cover its liability for damage to third parties for any reason, including liability of the manufacturer, deriving from the execution of the Orders and/or Contracts. The Supplier must deliver to Europolveri spa, if requested, a copy of this insurance policy.

8. EUROPOLVERI SPA VERIFICATION RIGHTS

8.1 Europolveri spa reserves from now on the right to verify, at any time and by any reasonable and suitable means, the Supplier's compliance with Article 7. To this end, Europolveri spa may carry out inspection visits to the Supplier, exercising the inspection rights referred to in this Article at any time, upon written notification to the Supplier of the inspection date.

- 8.2 Without prejudice to the above, in order to verify the Supplier's compliance with the provisions of Article 7, Europolveri spa may request the following documentation from the Supplier at any time and at its discretion - through a specific written request:
- a) an updated copy of the "Single contribution regularity document" (DURC), referring to the entire contribution position of the Supplier or, in the case of a foreign Supplier, an equivalent certificate valid in the foreign country;
 - b) a specific Declaration in lieu of an affidavit (pursuant to art. 76 Presidential Decree 28.12.2000, no. 445) with which the Supplier declares under his own responsibility to be up to date with the payments of welfare and social security payments due to the competent Italian authorities (INAIL, INPS, Cassa Edile) or foreign authorities;
- 8.3 The Supplier must present the aforementioned documents promptly and, in any case, within 15 days of Europolveri spa's request. In the event of: (i) failure to send the requested documentation within the established deadlines, and/or (ii) failure to regularise the payments due from the Supplier, Europolveri spa may terminate the Contract and/or the Order pursuant to art. 1456 of the Civil Code, by sending a notice of default in which it is declared that, if the Supplier fails to comply within the deadline indicated in said communication, the contractual relationship will be considered automatically terminated, subject to compensation for damages.
- 8.4 Failure by Europolveri spa to verify the correct fulfilment of the Supplier's contributions and remuneration obligations, as well as the positive outcome of any checks carried out by Europolveri spa pursuant to this Article and/or the possible payment of the price agreed between the Parties by Europolveri spa cannot in any way prejudice the right of Europolveri spa to be held harmless and indemnified pursuant to Article 7.5, should any disputes be subsequently raised against Europolveri spa by the subjects indicated therein.

9. NON-TRANSFERABILITY OF CONTRACTS - BANK PAYMENTS

- 9.1 The Supplier will not be able to assign the Contract, the Order and/or the credits deriving therefrom, nor will it have the right to grant mandates for the collection of payments due to the same.
- 9.2 The Supplier expressly acknowledges that Europolveri spa will make all payments provided for by the Contracts only to a current account opened in the name of the Supplier.

10. PROHIBITION OF SUB-SUPPLY AND SUBCONTRACTING

- 10.1 Unless previously authorised in writing by Europolveri spa, the Supplier is expressly prohibited from entrusting to third parties, even partially, the manufacturing of the Goods and/or the provision of the Service which is the subject of the Order and/or the Contract. Where Europolveri spa authorises subcontracting, the Supplier will ensure that the subcontractor complies with all the provisions of these General Conditions also pursuant to art. 1381 c.c.

11. SECURITY OF INFORMATIONS

- 11.1 The Supplier undertakes to adopt appropriate technical and organisational security measures, based on current industry standards, to safeguard the Confidential Information from the risk of alteration, loss, destruction or unauthorised access and use. Europolveri spa has the right to verify at any time, directly or through third parties, the correct execution by the Supplier of all the obligations referred to in this Article. In this regard, the Supplier recognizes Europolveri spa right to access, directly or through third parties, its headquarters.

12. CONFIDENTIALITY - INTELLECTUAL PROPERTY

- 12.1 The Supplier acknowledges and recognizes that Europolveri spa is the owner of the Confidential Information and owner of all related intellectual property rights.

12.2 The Supplier is required to:

- a) keep the Confidential Information secret and not reveal it to third parties;
- b) implement all measures and precautions reasonably necessary and appropriate to prevent disclosure and unauthorised use of Confidential Information;
- c) immediately return to Europolveri spa all documents and/or any other data of Europolveri spa, as well as destroy or delete any paper copy or on any other support (including IT), once the supply is completed or in any case upon request by Europolveri spa;
- d) use the Confidential Information only if necessary for the execution of the Contracts and/or Orders;
- e) not reproduce or copy the Confidential Information, unless permitted by Europolveri spa;
- f) not apply for a patent on any information or data contained in the Confidential Information;
- g) limit the disclosure of Confidential Information exclusively to employees whose duties require knowledge of it;
- h) inform its employees who become aware of the Confidential Information of the confidentiality commitments relating to it;
- i) not develop for third parties and/or provide to third parties, for any reason, directly or indirectly products created by exploiting the Confidential Information;
- j) impose and guarantee compliance with the obligations deriving from this Article on any third party to whom the Supplier must transmit the Confidential Information as part of the execution of the Contracts, without prejudice to the fact that the Supplier will be liable towards Europolveri spa for any failure to fulfil the aforementioned obligations.

12.3 In the event that the use of the Results involves the exploitation of patents, *software*, *know-how* or other intellectual property rights that the Supplier may have at its disposal ("**Supplier Rights**"), the latter hereby grants to Europolveri spa a non-exclusive, free, irrevocable, perpetual and transferable licence, with the right to sub-license, to exercise the Supplier's Rights for the sole purpose of using the Results within the purpose for which the Goods or Services were purchased.

12.4 The communication of Confidential Information cannot be interpreted as granting the Supplier licence rights on patents, patent applications or any other industrial property rights on information and data included in the Confidential Information.

12.5 Regardless of the duration of the contractual relationship with the Supplier, with reference to each Confidential Information received, the Supplier's obligations referred to in Article 12.2 will cease to be effective when all the Confidential Information becomes public knowledge due to facts not attributable to the Supplier.

12.6 The Supplier guarantees that the Goods supplied, their components and accessories, as well as (where applicable) the works created by the same for Europolveri spa, the use of the Services provided do not lead to counterfeiting of industrial or intellectual property rights of third parties. The Supplier undertakes to (i) indemnify and hold harmless Europolveri spa from and against any claims of third parties relating to the alleged violation of their industrial or intellectual property rights due to the possession or use, as the case may be, by Europolveri spa, of the Goods and/or Services; (ii) adopt all necessary and reasonable measures to promptly resolve any third party claims and allow Europolveri spa to use the purchased Goods and/or Services.

12.7 Unless otherwise agreed in writing, the Supplier renounces the right to assert any industrial property rights on the Goods and/or Services against Europolveri spa, its successors in any capacity, its customers and/or its licensees.

13. FORCE MAJEURE

13.1 Failure to execute the obligations of one of the Parties which is prevented by objectively unforeseeable circumstances beyond their control such as to constitute an event of force majeure, will not constitute a failure to fulfil the obligations set out in the Orders and/or Contracts. In this regard, force majeure events will be considered, by way of example and not limited to, wars, pandemics, fires, floods, general strikes, lockouts, embargoes and orders of public authorities not directly or indirectly deriving from the failure of a Party to fulfil its contractual obligations. The Party directly affected by such force majeure event must immediately notify the other Party and take all reasonable measures to remedy this impediment and be able to correctly fulfil its contractual obligations.

14. INFORMATION ON THE PROCESSING OF PERSONAL DATA

14.1 Europolveri spa processes personal data concerning the Supplier (in the case of an individual company, entrepreneur or professional), its representatives, its contact persons, its employees and its collaborators, such as, by way of example and not limited to, personal data and contact data, payment data and similar ("**Personal Data**"), the knowledge of which is necessary to establish and execute supply contracts, for the fulfilment of related regulatory obligations and for any legal defence of rights.

14.2 The data controller of the Personal Data is Europolveri spa which processes them by adopting all the necessary security measures to prevent unauthorised access, disclosure, alteration or destruction of the Personal Data. The processing is carried out with the aid of IT and/or electronic transmission tools designed to guarantee confidentiality and security, as well as their correctness, updating and relevance to the aforementioned purposes and in order to avoid access and consequent processing by part of subjects not previously authorised.

14.3 No personal data will be transferred to non-EU countries. The Personal Data may be communicated to employees, collaborators, external consultants, suppliers of Europolveri spa within the specific assignment assigned to them and the latter will act as data controllers, regularly appointed by Europolveri spa in compliance with the legislation on data processing. protection of personal data (depending on the role played in relation to the processing). Personal Data is processed for the time necessary for the execution of the Order and/or the Contract, for the purposes described in these General Conditions and/or for compliance with regulatory obligations. Subsequently they will be deleted or made anonymous.

14.4 The interested party may exercise the rights provided for in articles 15 et seq. of EU Regulation 2016/679. In particular, by sending a communication to the following e-mail address info@europolveri.it, the interested party will be able to: (i) obtain confirmation as to whether or not personal data concerning them is being processed and know the categories of personal data in question, as well as the ways in which they are processed; (ii) obtain their updating, rectification, cancellation, limitation of processing; (iii) exercise the right to their portability; (iii) oppose the processing for legitimate reasons.

14.5 Finally, the interested party's right to lodge a complaint with the Guarantor for the protection of their personal data and their rights remains unaffected. The interested party can also contact the Data Protection Manager of Europolveri spa by sending a communication via e-mail to the following address: info@europolveri.it or by post to the address of its registered office.

15. CODE OF ETHICS AND MODEL 231

15.1 The Supplier declares to have read and understood the Organisation, Management and Control Model adopted by Europolveri spa pursuant to Legislative Decree. June 8, 2001, no. 231 ("**Decree**

231”), as well as the related Code of Ethics, both published and accessible on the website europolveri.it/filosofia/etica/ (“Integrated Model”).

- 15.2 The Supplier therefore undertakes - also pursuant to art. 1381 c.c. - to behave in accordance with the provisions contained in the Integrated Model, abstaining from any behaviour capable of configuring the types of crimes indicated in Decree 231 and periodically verifying any changes and/or updates to the Integrated Model pending the contractual relationship.
- 15.3 The Supplier also declares to be aware that compliance with these provisions represents an essential element of the corporate organisation of Europolveri spa and of the latter's desire to start and maintain a contractual relationship with the Supplier. The violation of the provisions contained in the Integrated Model or the commission of crimes referred to in Decree 231 by the Supplier or any of its collaborators, therefore constitutes a serious breach of contractual obligations and legitimises Europolveri spa to terminate the relationship with immediate effect, pursuant to and for the purposes referred to in the art. 1456 c.c., without prejudice to compensation for any damage.
- 15.4 From now on, the Supplier indemnifies and holds Europolveri spa harmless for any sanctions or damages that may arise to the latter as a consequence of the violation of the provisions contained in the Integrated Model by the Supplier or any of its collaborators.
- 15.5 The Supplier has the right to report any violation or suspected violation of the Integrated Model or any applicable regulations using the reporting channels indicated in the Integrated Model. Reports can be made anonymously but must include a description of the facts that constitute a violation, even presumed, of the Integrated Model, including information relating to the time and place of the events represented, as well as the subjects involved. Europolveri spa does not tolerate threats or retaliation of any kind against the reporting party or anyone who has collaborated in the activities to verify the validity of the report and reserves the right to take all appropriate actions against anyone who implements or threatens to implement such acts of retaliation. Europolveri spa guarantees the confidentiality and, where necessary, the anonymity of the reporting party, in compliance with the legal provisions.

16. WITHDRAWAL

- 16.1 Europolveri spa may withdraw from each Order and/or Contract by means of a simple written communication sent to the Supplier with 30 (thirty) days notice. Nothing will be owed by Europolveri spa to the Supplier as a consequence of exercising the right of withdrawal, except for the latter's right to demand compensation for the Services provided and/or the Goods supplied up to that date.

17. RESOLUTION

- 17.1 Without prejudice to the further remedies provided for specific cases, in the event of failure by the Supplier to fulfil the obligations set out in these General Conditions, in the Orders and/or in the Contracts, Europolveri spa may send a written communication to the Supplier requesting compliance within 15 (fifteen) days from receipt of the same, specifying that, if said deadline has expired in vain, the contractual relationship will be considered automatically terminated.
- 17.2 In addition to the provisions of article 17.1, Europolveri spa may terminate the Contract and/or the Order at any time by means of written communication to the Supplier and with effect from the date that Europolveri spa will indicate in the same communication, if one of the following hypotheses occurs by or at the expense of the Supplier:
- a) liquidation or subjection to any insolvency procedure;
 - b) foreclosures, seizures, protests, subjugation to precautionary measures
 - c) failure to fulfil the obligations referred to in Article 4.4 (repair / replacement of the defective Goods - correct execution of the Service);

- d) failure to fulfil the obligations referred to in Articles 7.1, 7.2, 7.3, 7.5, 7.6;
- e) failure to comply with legal obligations regarding the remuneration, from both a regulatory and economic point of view, as well as contributions, welfare and insurance of its employees referred to in Article 8.3;
- f) failure to fulfil the obligations referred to in Article 9.1 (non-transferability of the Contracts);
- g) non-compliance with the prohibition on sub-supplying and subcontracting referred to in Article 10;
- h) failure to fulfil the obligations of confidentiality and limitation of use referred to in Articles 11 and 12;
- i) association with, or subjection in any form to the control of, a competitor of Europolveri spa;
- j) violation of the obligations pursuant to Article 15.3 (Integrated Model);
- k) failure to fulfil contractual obligations due to force majeure which lasts for a continuous period exceeding 60 working days.

17.3 Europolveri spa may also terminate each Order and/or Contract by means of written communication sent to the Supplier with 30 (thirty) days' notice if an unforeseeable event occurs which makes the execution of the Order and/or Contract significantly more expensive for Europolveri spa.

17.4 Termination pursuant to this Article and in any other case does not invalidate the Supplier's obligations referred to in Articles 11 and 12, which will survive the aforementioned termination.

18. APPLICABLE LAW AND JURISDICTION

18.1 These General Conditions, as well as the related Orders and Contracts, will be governed, executed and interpreted in accordance with Italian substantive law. The Vienna Convention on the International Sale of Goods of 1980 will apply to Suppliers with registered offices outside Italy.

18.2 Any dispute that may arise in relation to the Orders and/or Contracts, their effectiveness, validity, execution, interpretation, resolution and termination, as well as any relationship inherent or connected to the same and any rights deriving therein, will be referred to the exclusive jurisdiction of the Court of Vicenza. Europolveri spa will however have the right to take action in the court of the place where the Supplier is based.