GENERAL TERMS AND CONDITIONS OF PURCHASE

1. Introduction

1.1 Recitals

The present General Terms and Conditions of Purchase (hereinafter referred to as the "Conditions") are intended to define the contractual terms and conditions applicable to all purchases of goods and services made by OMCA PLANTS SRL (hereinafter referred to as "OMCA") from third-party suppliers (hereinafter referred to as the "Supplier").

They establish the rights and responsibilities of the parties with respect to each purchase order issued by OMCA and formally accepted by the Supplier.

1.2 Applicability and precedence of the conditions

These Conditions apply to all transactions between OMCA and the Supplier, including but not limited to:

- The supply of materials, components, and finished products;
- The provision of technical services, maintenance, and assistance;
- The delivery of machinery, equipment, and tools intended for specific industrial uses, such as applications in the chemical and pharmaceutical sectors.

These Conditions shall prevail over any terms or conditions proposed by the Supplier, unless such terms or conditions have been expressly accepted in writing by OMCA. In the event of any conflict between these Conditions and any other documentation provided by the Supplier, OMCA's Conditions shall be binding, unless otherwise agreed in writing and duly signed by both parties.

1.3 Validity and effectiveness

These Conditions shall remain valid until formally revoked or amended by OMCA. Any variation or amendment shall be communicated in writing to the Supplier and shall take effect only for purchase orders issued after the date of such communication. These Conditions shall also apply to all future transactions between the parties, unless replaced by new conditions communicated by OMCA.

1.4 Exclusions and amendments

Any exceptions to individual clauses of these Conditions shall be permitted only through a written agreement approved by both parties. The Supplier's acceptance of purchase orders issued by OMCA automatically implies full acceptance of these Conditions, except for those modifications specifically agreed upon in writing.

2. Acceptance of purchase order

2.1 Method of acceptance

The purchase order issued by OMCA shall be considered binding only after written acceptance by the Supplier. Such acceptance must be communicated within eight (8) days from the date of receipt of the order, unless otherwise agreed in writing. Acceptance may be provided by written confirmation via e-mail or through other mutually agreed means of communication, as well as by the execution of the order, provided that the Supplier informs OMCA of the commencement of the activity.

2.2 Unconfirmed orders

Purchase orders issued by OMCA and not formally confirmed by the Supplier within the established period of eight (8) working days from receipt shall be considered void and without any effect. In such cases, OMCA shall have no obligation toward the Supplier regarding the supply of goods or services covered by the unconfirmed order.

Should the Supplier nevertheless undertake actions to execute the order without prior written confirmation, OMCA reserves the right to refuse delivery or performance of the service, declining any financial liability. The Supplier shall be held responsible for any costs or damages arising from the production, shipment, or performance of services carried out without authorization.

OMCA further reserves the right to issue a new order with revised terms and conditions in cases where failure to comply with the confirmation deadline has affected planning or operational requirements.

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2.3 Amendments to orders

Any modification made by the Supplier to a purchase order already issued by OMCA—including, but not limited to, changes in quantity, price, payment terms, delivery times, or technical specifications—shall be valid only if approved in writing by OMCA. In the absence of such written approval, the Supplier shall be required to fully comply with the terms and conditions of the original order.

OMCA reserves the right to request modifications to an order, including changes in specifications, quantities, or delivery schedules. The Supplier must promptly notify OMCA, within eight (8) working days from receipt of the request, of any potential impact on costs, delivery times, or other contractual aspects. Such modifications shall be considered accepted only after a written agreement between the parties. Any delays or additional costs arising from modifications requested by the Supplier and not previously agreed upon shall be borne exclusively by the Supplier.

If the modifications requested by OMCA cannot be implemented by the Supplier, the Supplier shall provide a written justification within three (3) working days. In such circumstances, OMCA reserves the right to cancel the order without incurring any financial liability.

2.4 Validity of orders

Purchase orders issued by OMCA shall be valid only if prepared in written form and transmitted to the Supplier through officially agreed channels, such as e-mail, digital portal, or duly signed hard copy.

Verbal or telephone orders shall be valid only if confirmed in writing by OMCA through official channels. The Supplier is not authorized to proceed with production, shipment, or service execution based on verbal or telephone orders that have not been formally confirmed.

Any order transmitted by OMCA and not formally rejected or disputed by the Supplier within eight (8) working days shall be deemed accepted, unless otherwise specifically agreed between the parties. OMCA also reserves the right to revoke an order at any time prior to written confirmation by the Supplier without incurring any financial liability. In the event of revocation after confirmation, the terms and conditions provided for in the contract or in specific agreements shall apply.

Orders issued by OMCA shall remain valid until full performance by the Supplier, unless otherwise agreed in writing. Any request by the Supplier to extend the validity period must be communicated and approved in writing by OMCA.

2.5 Order cancellation

OMCA reserves the right to cancel a purchase order at any time prior to the Supplier's written confirmation, without incurring any financial or contractual liability. In such cases, the Supplier shall not be entitled to claim any costs, damages, or compensation.

After written confirmation of the order, OMCA may proceed with cancellation only if:

- The Supplier is unable to comply with the technical specifications, delivery times, or other essential conditions stated in the order;
- OMCA is unable to continue performance of the contract due to force majeure, such as natural disasters, business crises, regulatory restrictions, or other similar circumstances;
- Both parties mutually agree to the cancellation through a formal written agreement.

The Supplier is not authorized to cancel a confirmed order without OMCA's prior written consent. In the event of unilateral cancellation, the Supplier shall be liable for any direct or indirect damages suffered by OMCA, including alternative procurement costs and operational losses. OMCA reserves the right to claim full compensation for all losses incurred.

In the event of unjustified cancellation by either the Supplier or OMCA in breach of the contractual terms, the defaulting party may be subject to penalties equal to 15% of the total order value, unless otherwise agreed in writing. Such penalties shall serve as compensation for damages and costs suffered by the non-defaulting party.

Any cancellation request must be communicated in writing to the other party, specifying the reasons for the cancellation, any estimated costs or applicable penalties, and the procedures for returning goods or services already provided (if applicable). The cancellation shall be deemed effective only after written acceptance by the other party, or after the lapse of three (3) days from the communication, within the limits set forth in these Conditions.

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3. Prices and payment terms

3.1 Prices

The prices indicated in the purchase order are fixed, final, and binding for the entire duration of the order, unless otherwise specified. They include the full cost of the goods or services supplied, including compliance with the technical specifications stated in the order, any agreed ancillary expenses such as packaging, transport, insurance, or other related costs, as well as applicable taxes and duties, unless otherwise stated in the order.

In the event that the Supplier faces a significant increase in the cost of raw materials used for the production of the ordered goods, the Supplier may request a price revision. Such cost variations must be clearly and demonstrably documented, and OMCA must be notified in writing within eight (8) days from the time the Supplier becomes aware of the increase, specifying the extent of the variation and its impact on prices. Any price revision shall only be valid upon OMCA's prior written approval and may apply exclusively to future orders.

If OMCA deems the proposed variation unjustified, it reserves the right to request further details, renegotiate the terms, or cancel the order without incurring any penalties.

In the event of a significant reduction in the cost of raw materials or production factors, OMCA reserves the right to request a downward price revision for future orders. The Supplier shall cooperate with OMCA to ensure that any economic benefits resulting from such reductions are duly transferred.

Unless otherwise stated in the order, the agreed prices shall remain valid for the entire duration of the contract or until completion of the order. Any revision shall be possible only upon negotiation and written agreement between the parties.

3.2 Payment terms

Unless otherwise specified in the purchase order or in specific contractual agreements, payment of invoices issued by the Supplier shall be made by OMCA within sixty (60) days from the date of receipt of a correctly issued invoice that fully complies with the order. Payments shall be made according to the agreed methods, at the end of the relevant month.

In the event of disputes concerning the quantity, quality, or conformity of the goods or services supplied, OMCA shall have the right to temporarily suspend payment of the disputed portion until the matter is resolved. The remaining undisputed balance shall be paid within the agreed terms. In case of delayed payment by OMCA, the Supplier shall be entitled to apply default interest at the applicable legal rate, unless otherwise agreed in writing. Exceptions shall apply where the delay in payment is due to force majeure.

If the Supplier requires an advance payment or deposit, such request must be expressly agreed upon and approved in writing by OMCA. OMCA may condition the payment of advances upon the provision of adequate guarantees by the Supplier.

In the event of order cancellation by OMCA due to reasons attributable to the Supplier, any advance payment made shall be fully reimbursed within eight (8) days from the date of OMCA's request, unless otherwise stated in the contract.

The remaining balance shall be paid only after delivery and acceptance of the goods, or upon completion and verification of the services provided, and subject to the issuance of a final compliant invoice.

3.3 Non-payment

In the event of non-payment by the Buyer within the agreed terms, the Supplier shall be entitled to take the following actions, upon written notice:

LATE PAYMENT INTEREST: Interest shall be calculated at the prevailing legal rate or the contractually agreed rate, starting from the payment due date until full settlement.

SUSPENSION OF SUPPLIES: The Supplier may temporarily suspend ongoing or new deliveries, provided that written notice is given with at least fifteen (15) days' prior notice. Such suspension shall not apply to orders concerning goods or services deemed essential for OMCA's operations.

REQUEST FOR ADVANCE PAYMENT ON FUTURE ORDERS: The Supplier may require that future orders be subject to advance payment or the provision of specific guarantees.

If the non-payment results from legitimate disputes raised by OMCA—such as defects in goods or services supplied, inconsistencies in the invoice, or non-compliance with technical specifications—OMCA shall have the right to suspend payment only for the disputed amount,

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without incurring late payment interest on the withheld balance, and may request the Supplier to promptly remedy the issue before proceeding with payment.

In the event of prolonged non-payment exceeding ten (10) days after the agreed due date, and in the absence of any formal dispute, the Supplier may consider OMCA to be in default. In such cases, the Supplier shall have the right to enforce any guarantees provided by OMCA (if applicable), terminate the contract upon written notice with a minimum of eight (8) days' notice, and initiate legal action to recover the outstanding debt, including any legal fees and administrative costs incurred.

Before undertaking legal proceedings, both parties shall endeavor to reach an amicable settlement through direct negotiation or mediation. Any agreement reached shall be formalized in writing.

Notwithstanding non-payment, the Supplier shall not interrupt or suspend essential supplies required for OMCA's operations if such interruption could cause irreparable harm, unless previously agreed upon with OMCA or ordered by the competent authority.

3.4 Invoicing

The Supplier is required to issue an invoice for each completed order, strictly complying with current tax regulations and applicable contractual terms. The invoice must be issued within fifteen (15) days from the date of delivery of the goods or completion of the service.

Invoices must be sent through the agreed channels, either in electronic format using approved systems, or in digital or paper form via mail or e-mail. If agreed upon, the Supplier may issue partial invoices for goods or services delivered or performed in part. Such invoices must be clearly identified as partial and include details of the quantities or services already provided. In the case of specific agreements, the Supplier may also issue cumulative invoices covering multiple orders, provided that all specific references to each order are clearly included.

4. Delivery terms and timelines

4.1 Delivery

The Supplier undertakes to strictly comply with the delivery terms specified in the purchase order. The delivery date indicated shall constitute an essential condition of the contract. Goods must be delivered, or services performed, at the location, on the date, and in the manner agreed upon with OMCA.

Partial deliveries are permitted only if previously agreed upon and authorized in writing by the Buyer. In the event of unauthorized partial deliveries, OMCA reserves the right to refuse the delivery, consider the contract as breached, and apply the corresponding penalties or termination measures.

4.2 Packaging

Each delivery must be accompanied by a detailed delivery note (DDT) indicating the purchase order number, description of the goods, quantities, number of packages, and any required certificates (e.g., conformity, safety, testing). Packaging must be appropriate to ensure the integrity of the goods during transport. Failure to comply with these requirements may result in refusal of delivery.

4.3 Timelines and delays

If the Supplier intends to deliver goods or perform services earlier than the agreed terms, prior written approval from OMCA is required before proceeding. Any unauthorized early delivery may be refused or accepted subject to additional storage or handling charges.

In the event that the Supplier is unable to meet the agreed delivery deadlines, written notification must be sent to OMCA immediately, indicating the cause of the delay, its expected duration, and the corrective actions undertaken to mitigate it. Such notice must be provided within two (2) days from the moment the Supplier becomes aware of the issue.

In cases of unauthorized delays, OMCA reserves the right to apply penalties equal to 2% of the total order value for each week of delay, up to a maximum of 10%. These penalties shall be applied automatically and deducted from payments due to the Supplier, unless otherwise agreed in writing.

The Supplier shall not be held liable for delays caused by force majeure events, such as natural disasters, widespread strikes, or unforeseen government restrictions. In such cases, the Supplier must provide documentary evidence of the event and cooperate with OMCA to establish a new delivery date.

In the event of significant delays that compromise OMCA's operational requirements, OMCA shall have the right to cancel the order without incurring any cost, request reimbursement of any advance payments made, and procure equivalent goods or services from third parties, charging the Supplier for any additional costs incurred.

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4.4 Inspection and acceptance

OMCA reserves the right to verify the conformity of the goods or services supplied with the requirements of the purchase order. The verification shall be carried out within fifteen (15) days from the delivery of the goods or completion of the service. Any discrepancies, defects, or non-conformities shall be reported to the Supplier within this period. Failure to report within the time limit shall not imply definitive acceptance, but only a preliminary verification.

Final acceptance shall be formalized only after the goods or services have successfully passed the verification process. OMCA shall send a written confirmation of acceptance to the Supplier. Acceptance does not preclude OMCA's right to contest any hidden defects subsequently discovered within the agreed warranty period. In the event of defects or non-conformities, OMCA shall have the right to:

- Reject the goods or services, in which case the Supplier shall be required to collect the non-conforming goods at its own expense or repeat the service;
- Request repair or replacement, requiring the Supplier to repair or replace the defective goods at no additional cost within a reasonable time frame;
- Request a price reduction;
- Terminate the order, cancelling it if the goods or services cannot be brought into conformity within the required timeframe.

Any costs incurred by OMCA in managing non-conformities or defects shall be charged to the Supplier, unless otherwise agreed.

For goods or services requiring specific certifications (e.g., quality, testing, or safety certificates), acceptance shall be subject to receipt of complete and correct documentation.

5. Transfer of ownership and risk

5.1 Ownership

Ownership of the goods supplied by the Supplier shall transfer to OMCA only upon completion of delivery at the location specified in the purchase order and after acceptance by OMCA. Alternatively, if contractually agreed, ownership of the goods may be subject to full payment by OMCA. Any retention of title by the Supplier must be clearly stated in the contract or purchase order and expressly accepted in writing by OMCA.

5.2 Transfer of risk

The risk associated with the goods—including damage, loss, or deterioration—shall transfer to the Buyer only upon delivery and formal acceptance by the Buyer, unless otherwise contractually agreed.

The standard delivery conditions are as follows:

- Delivery with transport at the Supplier's expense (DDP – Delivered Duty Paid): The risk shall remain with the Supplier until the goods arrive at the location designated by the Buyer and are accepted.
- Delivery with transport at the Buyer's expense (EXW – Ex Works): The risk shall pass to the Buyer when the goods are made available at the Supplier's premises or warehouse.

In the event of force majeure delaying delivery, the risk shall remain with the Supplier until delivery is completed or until a written agreement between the parties establishes otherwise.

5.3 Warranty of Non-Infringement and Full Title of Sale

The Seller warrants that the goods sold to OMCA do not infringe any patents, trademarks, copyrights, trade secrets, know-how, or other intellectual or industrial property rights of third parties, and that they have been designed, manufactured, and marketed in full compliance with applicable laws and regulations concerning intellectual property.

The Seller declares and guarantees that it holds the full right, title, and legal authority to sell the goods supplied to OMCA. In particular, the goods are free from any claims, liens, third-party rights, or legal restrictions that may limit their sale or use. The Seller is authorized to transfer to OMCA complete and unconditional ownership of the goods upon delivery.

In the event that any third party files a claim or initiates legal proceedings against OMCA for alleged infringement of intellectual or industrial property rights related to the supplied goods, the Seller agrees to indemnify and hold OMCA harmless from any damage, loss, liability, legal expense, or cost arising from such claims or actions. The Seller shall, at its own expense, assume control of the legal defense or negotiate a settlement to resolve the dispute and shall modify, replace, or obtain a license for the goods, if necessary, to eliminate any infringement, at no additional cost to OMCA.

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The Seller further warrants that the goods supplied do not constitute unauthorized copies of patented or protected products, and that they have been developed or manufactured using only authorized and legitimate processes and technologies.

6. Warranty and liability

6.1 Warranty of conformity

The Seller warrants that all goods or services supplied to OMCA:

- Fully comply with the technical specifications, requirements, and quality standards indicated in the purchase order, in the attached documents, or in the technical drawings provided by OMCA;
- Comply with all applicable laws, regulations, and standards, including those relating to safety, health, and the environment;
- Are fit for the declared or reasonably intended use specified by OMCA at the time of purchase;
- Are supplied in the quantity, quality, and type required, complete with all necessary components, accessories, documentation, and certifications

6.2 Warranty against manufacturing defects

The Seller warrants that the goods supplied:

- Are free from defects in materials and workmanship that may affect their quality, durability, or functionality;
- Have been manufactured using appropriate and controlled production processes, in compliance with applicable quality standards and industry best practices;
- Maintain their functional and performance characteristics for a period of at least 12 months (from the date of delivery), unless otherwise specified in the contract;
- Do not contain latent defects that may appear after delivery and that could not have been detected through normal initial inspection.

In the event that manufacturing defects are identified during the warranty period, the Seller undertakes to: Repair or replace the defective goods at no cost to OMCA; Cover all related expenses, including transportation, labor, and materials required for repair or replacement; Provide prompt technical support to minimize any operational disruption to OMCA.

6.3 Obligations of the buyer

In the event that defects are discovered during the warranty period, OMCA shall notify the Seller within a reasonable time from the detection of the defect, providing a detailed description of the issue, supported by visual or technical documentation if required. OMCA shall also grant the Seller access to the defective goods to allow inspection and verification of the warranty claim's validity.

OMCA is responsible for the proper and appropriate use of the goods, in accordance with the Seller's instructions (manuals, technical specifications, safety data sheets, etc.), the applicable industry regulations, and the required routine and extraordinary maintenance necessary to ensure the correct operation of the goods. Any damage resulting from improper use, unauthorized modifications, or lack of maintenance may invalidate the warranty.

OMCA shall preserve the defective goods in their current condition at the time of defect discovery until the Seller provides specific instructions for return, repair, or replacement. OMCA shall not attempt to repair the goods independently without the Seller's prior written authorization, unless such action is necessary to prevent further damage.

OMCA is responsible for providing the Seller with all necessary documentation for warranty management, including invoices, purchase orders, delivery notes, and maintenance records (where applicable) to demonstrate compliance with the operating instructions.

The Buyer shall bear any costs not covered by the warranty, such as repairs or replacements requested for damage outside the warranty scope (e.g., improper use, accidents, normal wear and tear), as well as any transportation or handling expenses related to the return of goods, unless specifically covered by the Seller.

6.4 Obligations of the supplier

The Supplier undertakes to provide a warranty for a period of at least twelve (12) months from the date of delivery or commissioning of the goods. This period may be extended if contractually agreed.

During the warranty period, the Supplier shall repair or replace defective or non-conforming goods at no cost to OMCA, including all transportation, materials, labor, and any customs duties. The Supplier must also ensure that repairs or replacements are carried out within a reasonable period, as specified in the contract.

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The Supplier shall provide prompt technical support to identify and resolve defects and shall supply updated manuals and instructions for maintenance, use, and troubleshooting, where applicable.

The Supplier agrees to bear all costs associated with warranty management, including the costs of collecting and returning defective goods, repairs, materials, replacements, and any direct consequential damages resulting from the defect, where contractually provided.

The Supplier further guarantees that the goods are free from hidden defects, meaning defects not apparent at the time of delivery. Should such defects be discovered during the warranty period, OMCA may request repair, replacement, or a proportional price reduction, and the Supplier shall remain liable even after the warranty period has expired, if hidden defects emerge within the timeframe provided by applicable law.

6.5 Warranty intervention

The Supplier undertakes to perform warranty interventions to remedy any defects, faults, or non-conformities in the goods or services supplied, provided that such issues are reported within the agreed warranty period. Warranty interventions may include repair, replacement, or reimbursement of the affected goods or services.

7. Confidentiality clause

7.1 Confidentiality obligation

Both parties agree to treat as strictly confidential all technical, commercial, financial, or other information (hereinafter referred to as "Confidential Information") exchanged in connection with this contract.

Confidential Information shall not be disclosed to third parties without the prior written consent of the disclosing party and may be shared only with employees, collaborators, or subcontractors directly involved in the execution of the contract, provided that they are bound by equivalent confidentiality obligations.

The confidentiality obligation shall remain in force for the entire duration of the contract and for a minimum period of three (3) years following its termination or expiration, unless otherwise agreed in writing by the parties.

In the event of a breach of confidentiality, the defaulting party shall be liable for all direct and indirect damages suffered by the other party, including economic losses, reputational harm, and any legal costs incurred.

7.2 Exceptions

The confidentiality obligation shall not apply to information that:

- Is publicly available at the time of disclosure or becomes public thereafter, without breach of contractual obligations;
- Was already in the possession of the receiving party prior to disclosure, as evidenced by written documentation;
- Has been lawfully obtained from third parties without any confidentiality obligation;
- Must be disclosed pursuant to legal requirements, a court order, or the request of a competent authority, provided that the disclosing party is notified in advance (where possible).

7.3 Return of information

Upon termination or expiration of the contract, and upon request of the party that provided the Confidential Information, the receiving party shall return all documents and materials containing such Confidential Information and destroy any copies, whether electronic or paper, of said information.

8. Liability and insurance

8.1 Liability

The Supplier shall be liable for any direct or indirect damage, loss, or cost incurred by OMCA arising from:

- Defects or non-conformities of the goods or services supplied with respect to the agreed technical and contractual specifications;
- Delays in delivery or performance compared to the agreed deadlines;
- Violations of laws, regulations, or standards applicable to the goods or services supplied;
- Injury to persons or damage to property caused by manufacturing defects, non-compliant materials, inadequate design, or improper use of the supplied goods.

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8.2 Insurance

The Supplier undertakes to maintain, for the entire duration of the contractual relationship and for a minimum period of one (1) year thereafter, adequate insurance coverage for:

- **Third-party liability (TPL):** Covering material damage or personal injury arising from the performance of the contract;
- **Product liability:** Covering any damages caused by defects in the supplied goods;
- **Professional liability (if applicable):** Covering technical services or consultancy activities related to the contract;
- **Transport damage (if transport is at the Supplier's expense):** Ensuring safe delivery of the goods to the location specified by the Buyer.

9. Final Provisions

9.1 Agreement and amendments

These purchasing conditions, together with the purchase order and any related attachments, constitute the entire agreement between the parties with respect to the subject matter of the contract and supersede any prior agreement, proposal, or communication, whether written or oral, relating to the same.

Any amendment or exception to these conditions shall be valid only if agreed in writing between the parties and duly signed by their authorized representatives. In the absence of such written approval, any terms or conditions proposed by the Supplier shall be deemed null and void and shall not apply.

The Supplier may not assign or transfer to third parties, without OMCA's prior written consent, any of the rights or obligations arising from the contract. OMCA may assign or transfer its rights and obligations to affiliated companies or third parties, upon written notice to the Supplier.

9.2 Severability of clauses

If any provision of this document is found to be null, invalid, or unenforceable by a competent authority, the remaining provisions shall remain fully valid and effective. The parties agree to negotiate in good faith to replace the invalid provision with a new one that most closely reflects the original intent of the parties.

9.3 Applicable law and jurisdiction

This contract, including all its clauses, conditions, and any dispute arising from or related to it, shall be governed by and interpreted in accordance with Italian law. The Supplier and OMCA acknowledge that every aspect of the contract—including the rights and obligations of the parties—is subject exclusively to the laws of this jurisdiction, to the exclusion of any other legal system that might otherwise apply due to conflicts of law. Any interpretative divergences, as well as any amendments to the contract, shall also be assessed in light of the provisions of the applicable law specified herein.

In the case of international purchases between OMCA and the Supplier, where the parties belong to different jurisdictions (e.g., Italy and the Supplier's country), the applicable law shall be jointly determined by the parties, seeking a balanced solution between Italian law and the law of the Supplier's country. In the absence of a specific agreement, the parties shall negotiate in good faith to identify the applicable law or, if necessary, refer to recognized principles of international law to govern the contract and ensure a fair and balanced resolution in accordance with both jurisdictions.

For disputes arising from or related to these General Conditions of Purchase, the parties agree to first attempt an amicable settlement. Should such resolution not be possible, the exclusive jurisdiction for any dispute shall lie with the Court of Bergamo (Italy), under the application of Italian law. This choice of forum shall apply to all disputes, including those concerning the validity, interpretation, or execution of these Purchase Conditions.

At the international level, for disputes arising from or related to these General Conditions of Purchase, the parties agree to first seek an amicable resolution. If this is not possible, the dispute shall be resolved by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce (ICC). The seat of arbitration shall be Paris, and the language of arbitration shall be English.

9.4 Contract language

This contract was originally drafted in the Italian language, and the present document constitutes its English translation. In this case, as well as in the event of translations into any other language, the Italian version shall prevail in the event of discrepancies, inconsistencies, or differing interpretations.

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10. Personal Data Processing

The parties undertake to process the personal data exchanged under this contract in compliance with the applicable data protection laws, including Regulation (EU) 2016/679 (GDPR) and the relevant national implementing legislation.

The parties may process identification data and data related to commercial transactions within the scope of the contract's performance.

Personal data shall be processed exclusively for administrative and operational management of the contract, communications between the parties for the execution of activities, and for mandatory legal obligations such as invoicing, accounting, and management of commercial relationships.

Personal data shall be retained only for the period strictly necessary for the performance of the contract and for the fulfillment of related legal obligations. Once the contract has been completed, the data shall be deleted or archived with restricted access.

This clause ensures compliance with data protection legislation, clearly defines the obligations of the parties, and safeguards the rights of the data subjects, providing a comprehensive framework for privacy management within the contractual relationship.

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