

GENERAL TERMS AND CONDITIONS OF PURCHASE OF FREUDENBERG PERFORMANCE MATERIALS**04.2025****1. Scope**

1.1 These Terms and Conditions of Purchase (hereinafter "Conditions of Purchase") shall apply exclusively to all our ("We"/"us"/"our" in these Conditions of Purchase shall mean the Freudenberg Performance Materials Holding GmbH and its affiliated companies of the sub-group Freudenberg Performance Materials with registered seats in the European Union, the United Kingdom and Turkey) orders, delivery call-offs and other contractual documents (hereinafter "Orders") governing the purchase of goods, services and work performance (hereinafter "Deliveries").

1.2 These Conditions of Purchase also apply to all future business relations with the Supplier, even if they are not explicitly agreed upon again. Written form within the meaning of these Conditions of Purchase includes written and text form (e.g. letter, e-mail or EDI). Statutory formal requirements shall remain unaffected.

1.3 Should any provision of these Conditions of Purchase be invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a lawful provision coming as close as possible to the commercial purpose of the invalid provision.

1.4 Terms and conditions of our Suppliers deviating from or supplementing these Conditions of Purchase shall only become part of the Orders if and to the extent that our Purchasing Department has expressly agreed to their application in writing. Our Conditions of Purchase shall also apply exclusively if we do not object to the inclusion of our Supplier's terms and conditions in individual cases or accept the Supplier's Delivery without reservation in the knowledge of conflicting or supplementary terms and conditions of the Supplier.

2. Formation of contracts

2.1 Any modification, addition or subsidiary agreement before, at or after the contract formation requires our consent in writing.

2.2 Orders shall be binding if the Supplier confirms the Order, or if the Supplier does not object within three (3) working days of receipt. The Orders may deviate from the delivery rhythm or delivery quantity specified in a forecast. We are entitled within three (3) working days of receipt of an Order by the Supplier to cancel it before confirmation by the Supplier. In addition, the Supplier undertakes, in individual cases and at our request, to cancel or modify the content of the Order prior to delivery.

3. Prices and payment

3.1 Unless otherwise agreed, prices specified in the Order are fixed. Prices are valid for delivery DAP. VAT and all sales tax is not included in the price. Otherwise, the price includes all applicable taxes, tariffs and other charges, unless otherwise agreed. Unless explicitly stated otherwise, any use of INCOTERMS shall be deemed as a reference to the INCOTERMS 2020, as published by the International Chamber of Commerce (ICC). Quotations have a validity period of at least three (3) months.

3.2 In cases where the Supplier is responsible for erection, assembly or commissioning, and the parties have not agreed otherwise in writing, the Supplier shall bear all necessary incidental costs, such as travel expenses and costs for provision of tools.

3.3 Invoices will be processed only if we receive them by separate e-mail to the e-mail account stated on our Order. Each

Order must be invoiced separately. Collective or electronic invoices may also be issued with our prior written consent. Invoices must state the Order number specified in our Order, the Order date, the Supplier number and our item number, all clearly highlighted.

3.4 Unless otherwise agreed, invoices must be issued in EUR and payments will be made in EUR only. For each bank account, the Supplier shall provide the correct IBAN and BIC codes, as well as its VAT identification number.

3.5 Payments will be made, at our option, by bank transfer or cheque or bill of exchange after taking delivery and receipt of a verifiable invoice and all documents pertaining to the Delivery. In addition, payment will only be made if the invoice meets the statutory requirements and the requirements of clause 3.4. If the credit note procedure is used for VAT purposes, the Supplier must comply with the VAT invoicing regulations. We shall not be liable for any damage resulting from the use of the credit note procedure, e.g. repayment of input tax and payment of interest by the customer to his tax office. Unless otherwise agreed upon in writing, we shall pay within sixty (60) days without discount.

3.6 The Supplier shall not be entitled to assign or otherwise dispose of its claims wholly or partly against us without our prior written consent.

3.7 We shall be entitled to exercise statutory setoff and retention rights. In particular, we shall be entitled to withhold payments due as long as we are still entitled to claims against the Supplier arising from incomplete or defective deliveries. The Supplier shall only have rights of set-off or retention in respect of counterclaims which have been established by declaratory judgment or are undisputed.

4. Dates and terms of delivery

4.1 Delivery dates specified in the Order or otherwise agreed upon are binding. The Supplier shall promptly notify us in writing of any potential delays or non-compliance with delivery dates and deadlines, explaining the reasons for the delay and specifying how long they are expected to prevail.

4.2 Deliveries by instalments and premature deliveries shall be allowed only with our explicit consent. Payment claims, however, shall be due no earlier than on the delivery date originally agreed upon.

4.3 Unless otherwise agreed upon, deliveries must be accompanied by a delivery note and a works test certificate according to EN 10204:2005-01 or any other equivalent internationally recognized test certificate specifying the characteristics agreed upon with the Supplier. Initial supplies must be accompanied by comprehensive sample documentation.

4.4 On-site deliveries are only possible during our usual business hours, as stated in the Order or as otherwise agreed. Supplier shall comply with all applicable regulations for on-site deliveries as communicated by us.

5. Packaging, labeling, documentation and safety

5.1 Supplier shall be fully responsible for the accuracy and completeness of all instructions, data, drawings and information provided to us, regardless of whether we have approved them, unless any inaccuracies or omissions are due solely to instructions, data, drawings or information provided by us, the reliability of which has been assured to Supplier by us.

5.2 Goods shall be labeled and properly packed and secured in accordance with our instructions (if any) and all applicable

regulations and requirements so that they reach the delivery address in good condition and can be safely unloaded.

5.3 If we need to return packaging material to the Supplier, this must be clearly noted on the delivery bill. This packaging material must be returned to the Supplier at the Supplier's expense.

5.4 All goods supplied shall be clearly marked with our relevant Order number and all communications and documentation from the Supplier relating to goods or services shall clearly refer to our relevant Order.

5.5 Supplier shall be responsible for obtaining any import licenses, permits or other approvals required for the import, marketing and delivery of the goods or services, unless a specific INCOTERMS provision used with respect to an Order for goods indicates otherwise.

5.6 The Supplier shall supply free of charge a reasonable quantity of operating instructions and/or maintenance manuals which we may require in relation to the goods and services and/or which are necessary for the installation, operation and maintenance of the goods or services in English and in the language of the country to which the goods are to be delivered.

5.7 The Supplier undertakes to provide us on request with any necessary or useful declarations, certificates of origin, quality guarantees/certificates and other certificates or documents relating to the goods or services. Such certificates, declarations or other documents shall be provided in English or in other languages as agreed with us from time to time. Furthermore, the Supplier undertakes to comply promptly with any request from us to provide information on the health, safety and other product stewardship characteristics of the goods supplied to us.

5.8 Supplier's representatives involved in the delivery of goods or the provision of services who enter our site as a result shall make themselves available for specific site safety briefings and shall comply with all instructions issued by us, including but not limited to occupational safety matters. Safety-related instructions by our authorized employees must be complied with at all times, even if they may interrupt the contractual delivery of goods or provision of services.

6. Transfer and subcontracting

6.1 The Supplier may not assign, transfer or subcontract its rights or obligations under the Order without our prior written consent.

6.2 Even in the case of subcontracts concluded in compliance with clause 6.1, the Supplier shall be liable for all acts and omissions of its subcontractors and the acts and omissions of the subcontractors' employees or agents as if they were its own.

7. Delivery

7.1 Unless otherwise agreed, the Delivery shall be properly packed and made DAP to the address stated by us.

7.2 Retentions of title by the Supplier shall only apply to the extent that they relate to our payment obligation for the respective deliveries to which the Supplier retains title. In particular, extended or prolonged retentions of title are not applicable.

7.3 In case of delivery of machinery or performance of construction works, the risk shall pass only after their final acceptance at the place of performance.

7.4 We will check the delivered goods based on the accompanying documents for identity and quantity as well as for visible transport damage only. We shall notify the Supplier of any defects in the goods supplied, including hidden defects, no later than five (5) working days after their discovery in the ordinary course of our business. In this respect, the Supplier waives any defense of late notice of defects. The signing of a delivery bill, proof of completion or service sheet, the payment of an invoice,

the transfer of ownership or right of use of the goods or the use of the services by us shall not constitute acceptance of the goods or services provided.

8. Warranty

8.1 The Supplier warrants that the deliveries:

- are suitable to a reasonable extent for all purposes expressly or tacitly confirmed by the Supplier or announced by us and are suitable for ordinary use by us in the normal course of business;
- are of good quality and comply with the relevant quality related documents provided by the Supplier in accordance with clause 5.7;
- are free from defects in workmanship, materials and design and – in case of goods – that the goods are brand new and have not been used;
- conform in all aspects to the specifications, drawings and/or reference samples requested and approved by us in writing;
- are not produced in a manner that violates applicable laws, regulations or required or recommended industry standards, nor by using prison, child or slave labor;
- comply with all applicable legal requirements and regulations in the Suppliers country, country of delivery and country of the purchasing entity; and
- do not directly or indirectly infringe the intellectual property rights of third parties or other rights of third parties.

8.2 If the Deliveries are in breach of any of the warranties in clause 8.1 and without prejudice to any other rights to which we may be entitled, we shall be entitled to require the Supplier, at the Supplier's expense, within fourteen (14) calendar days or such other period as may be specified or agreed between the parties, to repair or replace such defective goods or to rectify any services not properly provided and to reimburse us for all costs incurred by us in recovering or returning such goods. This warranty shall also apply to repaired or replaced goods or services. We shall in principle be entitled to choose the type of subsequent performance. The Supplier may however refuse the type of subsequent performance chosen by us if the costs resulting from that type of subsequent performance were unreasonably high. In addition to the claims for defects, we shall be entitled to the statutory claims for expenses and recourse within a supply chain without limitation.

8.3 If the Supplier fails to repair or replace the goods or provide further Services within fourteen (14) calendar days or such other period as we may specify in accordance with clause 8.2, we shall be entitled to purchase replacement goods or procure relevant services elsewhere and the Supplier shall reimburse us in full for any amount paid by us in procuring replacement goods or services. In urgent cases, in particular to avert imminent danger or higher damages, we shall have the right to remedy the defect ourselves at the Supplier's cost or have this done by a third party without having to grant a period of grace in advance.

8.4 Claims for defects shall become time-barred twenty-four (24) months after the sale of delivered goods or products made of delivered goods to our customer, but no later than forty-eight (48) months after receipt of the goods by us, unless agreed otherwise or unless mandatory statutory provisions provide for extended limitation periods. In case of claims resulting from contracts for services and works, claims for defects shall become time-barred thirty (30) months after the written final acceptance. This shall not apply to Deliveries that, consistent

with their common application, are used in buildings and have caused the building's defectiveness, in that case claims will lapse after five (5) years. Our additional statutory rights under the applicable law shall remain unaffected by this provision.

9. Liability

9.1 Unless provided otherwise in this clause 9, the Supplier shall be liable according to the applicable statutory provisions, in particular for defects of the Delivery, and this liability shall not be limited or excluded, neither in cause nor amount. Supplier shall indemnify us, our agents, employees, officers and affiliates against, among other things, losses, damages, costs and expenses (including attorneys' fees) assessed against or incurred or paid by us (both to our own customers and to third parties) arising directly or indirectly out of or resulting from or in connection with (i) breach of any warranty of Supplier with respect to the Delivery; (ii) the actual or alleged infringement of any third party's patent, copyright, design right, trade mark or other intellectual property right by the Delivery; and (iii) any act or omission of the Supplier or its employees, agents or sub-contractors in the performance of its obligations under the Order.

9.2 In addition, the Supplier shall indemnify us from any third-party claims related to deficiencies in title. For deficiencies in title, including indemnification claims pursuant to sentence 1, a limitation period of ten (10) years shall apply.

9.3 If a defective Delivery necessitates extra work in the incoming inspection process, the Supplier shall bear the resulting costs.

10. Product liability

10.1 The Supplier shall indemnify us from any third-party claims arising out of the death of or injury to any person or damage to property, if and to the extent the causes for the respective claim lie in the Supplier's domain. Under these circumstances the Supplier shall also reimburse us for all costs and expenses that we incur as a result of or in connection with a recall action or any other measure.

10.2 The Supplier shall undertake to maintain a product liability insurance (including coverage for extended product liability and recall costs) with a coverage of at least EUR 5,000,000.00 (EUR five million) and/or an appropriate level of liability insurance in total per claim for personal, property or product-related damages; however, our claims shall not be limited to the covered amount. Proof of the amount of coverage must be provided at our first request.

11. EU REACH

11.1 The Supplier acknowledges that we, as a manufacturer of products and items, are considered as a downstream user within the meaning of the European Chemicals Regulation No. 1907/2006 ("REACH") and warrants to comply with all REACH obligations, in particular those governing the sale, processing or trading of goods within the EU, including (a) to perform any legally required preregistration, registration or authorization of chemical substances or preparations, (b) to implement internal organizational measures to document compliance with REACH, (c) to ensure that any use(s) of chemicals or preparations in the goods (including packaging materials), which we or any of our customers have specified or notified to the Supplier, is covered by the respective pre-registration, registration or authorization, (d) to inform us without undue delay if a pre-registered substance or preparation will not or cannot be finally registered or authorized within the respective transition period and (e) not to sell or deliver any goods containing prohibited Substances of Very High Concern (SVHC) ((a) to (e) together "REACH Warranties"). The Supplier

acknowledges that any breach of a REACH Warranty will generally result in a defect of the respective substance, preparation or other product or item under the applicable law and agrees to indemnify us against any claims, liabilities, expenses and damages caused by the Supplier as a result of breaching the aforesaid REACH Warranties, and will support us in our legal defense against such claims at Supplier's cost.

11.2 The Supplier undertakes to provide a so-called proof of origin for the goods, i.e. the Supplier shall provide us with the required declarations of origin in terms of commercial and preferential law in a timely manner and shall also notify any change of origin without undue delay and without request. The Supplier may have to prove its declarations of the goods origin by means of an information sheet certified by its competent customs office. If the Supplier fails to fulfill this obligation, he shall be liable for any resulting damage and commercial disadvantages.

11.3 This clause 11 does not apply if the ordering entity has its registered office in the United Kingdom or Turkey.

12. Quality assurance

12.1 The Supplier undertakes to maintain a quality management system throughout our business relations in line with standards DIN EN ISO 9000 ff., QS9000 etc. and all other common standards and norms, to monitor the system by internal audits in regular intervals and to promptly take action if any deviation is detected, in order to ensure flawless quality of all items supplied to us. We shall have the right to inspect the Supplier's quality assurance system anytime with prior notice. Upon request the Supplier shall permit us to examine certification and audit reports as well as inspection procedures including all test records and documents relevant to the Delivery.

12.2 Our quality standards, as amended from time to time, form an initial part of any Order placed by us and any agreement between us and the Supplier. Their current version will be made available to the Supplier upon request.

13. Termination

13.1 We may unilaterally terminate the Order before the agreed leadtime began to run (the time required to manufacture the goods and deliver them to us, including the time required for material procurement) or, if no leadtime has been agreed, before the Supplier has started production of the ordered goods (assuming the usual production time). Without prejudice to applicable laws, no compensation shall be paid for damages arising from the cancellation by us.

13.2 If the Supplier intends to discontinue our supply of goods which we have purchased from him in the last twenty-four (24) months or which have been sampled to us in this period, the Supplier shall give us written notice of the discontinuation of supply with a notice period of twelve (12) months for non-customer-specific goods and twenty-four (24) months for customer-specific goods and shall grant us the opportunity and the right to order adequate quantities within these periods. The benchmark for adequacy in this regard shall be the quantity ordered by us in the last twelve (12) respectively twenty-four (24) months. Alternatively, the Supplier shall offer us a last-call option to cover our requirements for the above-mentioned periods.

14. Confidentiality, documents

14.1 The Supplier shall treat any technical or business-related information, made available by us or acquired through us, as well as any related work results (hereinafter "Confidential Information") strictly confidential towards third parties. The

Supplier may only use the Confidential Information in its own business for purposes of performing deliveries to us and may only make it available to such persons who need to have access to it in connection with our business relation and are bound by a respective confidentiality obligation. This provision shall apply for an additional period of five (5) years beyond the duration of our business relation if and to the extent the Supplier is unable to prove that the Confidential Information was known to him or was in the public domain already at the time it was acquired or was later made public without the Supplier's fault.

14.2 We retain title to any documents (e.g. test specifications), samples etc. made available by us to the Supplier in the course of the business relation. Such documents or samples shall be returned to us or destroyed at the Supplier's cost upon our request at any time, but no later than upon termination of the business relationship (including any copies, extracts and replicas). The Supplier does not have any right of retention in relation to Confidential Information.

14.3 The disclosure of Confidential Information does not establish any industrial property rights, rights to know-how or copyrights of the Supplier and does not constitute a prior publication or right of prior use according to the applicable patent, design and utility model laws. Any kind of license is subject to a written agreement.

14.4 The Supplier shall not publicly announce or disclose the existence of the business relationship or its content and shall not initiate any advertising or publications in this respect without our prior written consent.

15. Intellectual property

In case of commissioned services or works, the following shall apply:

We shall be entitled to the irrevocable, worldwide, perpetual, exclusive, unlimited, transferable, sub-licensable right to use the commissioned work results, in particular the defined deliverables and all related documents, reports, protocols and similar documents prepared by the Supplier in connection with the Order (hereinafter "Work Results"), which shall be finally remunerated upon payment of the agreed remuneration. This includes all known and unknown types of use (including the right to rent, lease, translate, publish, edit, further develop/modify, redesign and otherwise change). The Work Results are subject to our unrestricted right of ownership and disposal. If the Work Results include software programs, we shall be granted all the aforementioned rights of use with regard to both the object code and the source code of the software. As far as legally possible, the Supplier expressly waives the right to be named as the author.

16. Applicable law, place of jurisdiction

16.1 Unless otherwise agreed, the business relationship with the Supplier shall be exclusively governed by the laws applicable at the place of business of our purchasing entity, excluding its rules of private international law, the UN Convention on the International Sale of Goods (C.I.S.G.) and other bilateral or multilateral conventions on the harmonisation of law on the international sale of goods.

16.2 For all claims resulting from our business relation with the Supplier, in particular the Order or its validity, the exclusive place of jurisdiction shall be the place of business of the purchasing entity. This shall also apply to disputes concerning the formation and validity of a contractual relationship. We shall, however, also have the option to sue the Supplier in any other general or special legal venue.

16.3 If the Supplier's place of business is located outside of the European Union, we shall be entitled to have all disputes arising

out of, or in connection with our business relationship with the Supplier, including disputes about the validity of contracts, finally settled in accordance with the Arbitration Rules of the German Institution of Arbitration (DIS) without recourse to the ordinary courts of law. The place of arbitration shall be Frankfurt a. M., Germany. The arbitration proceedings shall be conducted in German, unless the Supplier requests them to be held in English.

16.4 If any provision of the contract (including these Conditions of Purchase) or the application thereof to any person or circumstance is invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision which would be valid without the invalid, illegal or unenforceable provision or its application, so that the remaining provisions shall not be affected thereby. The invalid, illegal or unenforceable provision shall be replaced by a valid, legal or enforceable provision that comes as close as possible to the intention of the parties when the contract was concluded.

Compliance Annex

The Supplier is obliged to comply with our Supplier Code of Conduct ("Code of Conduct") and must ensure that its sub-suppliers also act accordingly. The latest version of the Code of Conduct is available on our website at <https://www.freudenberg-pm.com/Company/procurement>. We are entitled to amend the Code of Conduct, in particular to comply with legal, regulatory, judicial or institutional requirements. The Code of Conduct sets out minimum standards. Insofar as statutory regulations go further or conflict with it, the law shall take precedence.

Customs and export control Annex

The Supplier shall inform us in writing of any existing authorization requirements or restrictions on (re-)exports of the Deliveries according to the applicable export control and customs regulations (e.g. EU, US, CN, UK, JP). In the case of Deliveries subject to authorization or restrictions, the Supplier shall provide us in writing no later than prior to the first delivery with the FPM material number, Suppliers material number, description of goods (datasheet), all applicable dual-use and export list numbers including the Export Control Classification Number according to the U.S. Commerce Control List (ECCN, including EAR99), copies of export or transfer authorizations requested by the authorities in the country of departure. For all goods, the Supplier shall provide us in writing, no later than prior to the first delivery, with the commercial origin of the goods, if available, the statistical commodity code (HS-Code), and in the case of initial deliveries, with the preferential origin of the goods. The Supplier shall notify us without undue delay of any changes in the dual-use and export list numbers (including ECCN) applicable to the Deliveries. Upon request, the Supplier shall issue a certificate of origin. For Deliveries from a country which is a party to a free trade or preferential trade agreement, the Supplier shall, if legally permissible, attach the respective prescribed proof of origin without being requested to do so. For Deliveries within the European Union, the Supplier shall, within four (4) weeks after request by us, issue a long-term Supplier's declaration which complies with the requirements of the respective applicable EU regulation. In the case of deliveries across customs borders, the Supplier shall be obliged to enclose all necessary documents with the Delivery. The Supplier undertakes to provide all requested data for the fulfilment of an EU regulation (e.g. Embargo, EUDR) without delay.

Upon request, the Supplier provides us with the data of all the gray greenhouse gas emissions used in the production of the ordered goods for deliveries from a third country, in order to comply with Regulation (EU) 2023/956 of the European Parliament and of the Council of May 10, 2023, establishing a CO2 border adjustment mechanism.

In the event of repeated violations of the obligations under this clause, we shall be entitled, notwithstanding any further rights, to terminate the business relationship in whole or in part without notice.

Rules for specific jurisdictions

The following rules shall only apply to transactions governed by the laws of the following jurisdictions:

Italy**Art. 3.3 shall be replaced by the following:**

Invoices will be processed only if we receive them by separate e-mail to the e-mail account stated on our Order. In case of Italian suppliers the invoices will only be processed once we have received the receipt of delivery of the invoice to the Italian Tax Agency's Interchange System. Each Order must be invoiced separately. Collective or electronic invoices may also be issued with our prior written consent. Invoices must state the Order number specified in our Order, the Order date, the supplier number and our item number, all clearly highlighted.

Art. 9.5 shall be replaced by the following:

Contrary to Art. 1495, third paragraph of Italian Civil Code, Claims for defects shall become time-barred twenty-four (24) months after the sale of delivered goods or products made of delivered goods to our customer, but no later than forty-eight (48) months after receipt of the Delivery by us, unless agreed otherwise or unless mandatory statutory provisions provide for extended limitation periods. In case of claims resulting from contracts for services and works, contrary to Art. 1667, 3° par. of Italian Civil Code claims for defects shall become time-barred thirty (30) months after the written final acceptance. This shall not apply to deliveries that, consistent with their common application, are used in buildings and have caused the building's defectiveness, in that case claims will lapse after five (5) years. Our additional statutory rights under the applicable law shall remain unaffected by this provision.

Compliance with Legislative Decree no. 231/2001

In the execution of the contract with us, the Supplier shall take the utmost care to comply with the provisions of Legislative Decree no. 231/2001 and subsequent amendments, it being understood that the activities covered by these Conditions of Purchase and the related contracts shall be carried out in compliance with the principles of fairness, good faith and respect for the laws and regulations in force. With particular reference to the regulations introduced by Legislative Decree No. 231/2001 (the "Decree"), the Supplier acknowledges that we have adopted the "Organisation, Management and Control Model pursuant to Legislative Decree No. 231 of 8 June 2001" (the "Model"), which constitutes the reference framework of the specific control procedures aimed at preventing the commission, by its representatives and/or employees and/or collaborators, of any offences that could give rise to administrative liability in the cases provided for by the Decree. The Model is published on our website. In order to guarantee the effective and efficient prevention of the offences covered by the Decree, the Model is also intended for external parties (professionals, suppliers, business partners, etc.) who have contractual relations with us and who are therefore required to comply with the provisions and principles set out in the Model. Any violations of the same shall entail the termination of this Contract. In connection with the foregoing, acceptance of these Conditions of Purchase shall be deemed a declaration:

- of acknowledgement and knowledge of the contents of the Model as well as our Code of Conduct;
- of commitment, in the performance of the contractual relationship, also for its own employees/collaborators: (i)

to comply with the principles contained in the aforesaid Model, to the extent of their competence, (ii) to adopt, in the performance of the contractual services, all appropriate measures to prevent conduct relevant under Legislative Decree no. 231/2001, and (iii) to promptly inform the Supervisory Board of any act, fact or conduct of which they become aware that may give rise to the reasonable belief that one of the offences falling within the scope of Legislative Decree no. 231/2001 has been committed;

- to be aware that the breach of the above commitments or, in any case, any unlawful conduct, relevant for the purposes of the application of Legislative Decree No. 231/2001, occurring on the occasion of or in any case in connection with the performance of the contractual relationship, shall constitute to all intents and purposes a serious breach pursuant to Article 1455 of the Italian Civil Code, and shall consequently determine the legal termination of this Agreement pursuant to Article 1456 of the Italian Civil Code.

Pursuant to and for the purposes of Art. 1341 and 1342 I.C.C., the Supplier approves the following articles and sentences of these Conditions of Purchase: articles 1.4, 2.2, 3.6, 3.7, 3.8, 6, 8.2, 8.3, 9.1, 9, 10.1, 13, 16, the following sentence "to be aware that the breach of the above commitments or, in any case, any unlawful conduct, relevant for the purposes of the application of Legislative Decree No. 231/2001, occurring on the occasion of or in any case in connection with the performance of the contractual relationship, shall constitute to all intents and purposes a serious breach pursuant to Article 1455 of the Italian Civil Code, and shall consequently determine the legal termination of this Agreement pursuant to Article 1456 of the Italian Civil Code" in the Annex Compliance with Legislative Decree no. 231/2001 and the following sentence in the Annex Customs and Export Control: "In the event of repeated violations of the obligations under this clause, we shall be entitled, notwithstanding any further rights, to terminate the business relationship in whole or in part without notice".