

1. GENERAL

- 1.1 These general terms and conditions of sale (the “**Terms**”) apply to all agreements entered into with, inquires and requests for quotations made to, and quotations and offers made by Roxtec Italia S.r.l. or by any company within the group of companies of Roxtec Italia S.r.l. (hereinafter the “**Roxtec Group**” and, jointly with Roxtec Italia S.r.l., “**Roxtec**”), including orders placed by a customer (for the purposes of these Terms, the “**Customer**” and, together with Roxtec, collectively, the “**Parties**”) and accepted by Roxtec for the sale or delivery of products or parts of products, repairs and services such as training, inspections and/or supervision by Roxtec to Customer. In case Roxtec and Customer have signed a frame agreement for the supply, sale or use of Goods or Services, these Terms and such agreement shall constitute the entire agreement between the Parties. Except as otherwise indicated in the frame agreement, in case of any inconsistencies between the Terms and such frame agreement, the provisions of the frame agreement shall prevail.
- 1.2 Unless otherwise agreed upon by the Parties and without prejudice to the definitions set out above, the following terms and expressions shall have the meaning ascribed to them below:
- “**Agreement**”: depending on the context, shall mean either (i) a Framework Agreement and/or these Terms and/or (ii) one or more Purchase Agreements, which are themselves regulated, in whole or in part, by a Framework Agreement and/or by these Terms;
 - “**Framework Agreement**”: a general agreement entered into between Roxtec and Customer aimed at regulating more than one Purchase Agreement;
 - “**c.c.**”: the Italian Civil Code (Royal Decree no. 262/1942);
 - “**Purchase Agreement(s)**”: an agreement having as its subject matter a Work entered into as a result of the acceptance of a Customer Order by Roxtec;
 - “**Defect(s)**”: a defect that would make Goods unsuitable for their intended use or that would considerably reduce their value;
 - “**Defective Good(s)**”: any Good affected by Defects;
 - “**Order(s)**”: any written proposal, offer, request, for the supply addressed, directly or indirectly, by Customer to Roxtec;
 - “**Good(s)**”: any product or part of product, whether or not manufactured by Roxtec and/or with Roxtec’s trademark, sold, supplied or in any case made available by the latter to Customer, as well as instruction manuals and good specifications;
 - “**Service(s)**”: repairs and services such as training, inspections, supervision and/or other services provided by Roxtec to Customer;
 - “**Work(s)**”: the supply of Goods and/or Services and/or Digital Solutions, as the subject matter of a Purchase Agreement;
 - “**Price(s)**”: the prices for the Works;
 - “**Digital Solution(s)**”: digital tools as defined further in Section 8.1 of these Terms;
 - “**Carrier**”: any natural person or legal entity, other than the Parties, entrusted with shipping or transporting and delivering the Goods to the Customer.
- 1.3 These Terms will supersede any terms and conditions of Customer, whether included in an Order, in pre-agreement negotiations or in any other documents, which shall be deemed rejected under these Terms, that do not comply or are in contradiction with the provisions of the Terms, and the Customer waives any right to rely on any other terms or conditions. No alteration or amendment of the Terms shall be effective unless expressly agreed upon in writing by Roxtec’s authorised signatories.
- 1.4 Any description or specification contained in Roxtec’s catalogues or other advertising material is intended only to present a general picture of the Goods and will not constitute part of the Agreement. Under no circumstance may Customer consider any sample of Roxtec as a “sample” for the purposes of Article 1522 c.c.. Nonetheless, if the Parties expressly agree that a certain good shall be considered as a

sample for the purposes of Article 1522 c.c., paragraph 2 of said provision shall apply.

2. DELIVERY TERMS – FREIGHT POLICY

- 2.1 Unless otherwise expressly agreed upon by the Parties in writing, all shipments shall be entirely the responsibility of and borne by Customer, including any possible insurance coverage and export and import charges or procedures. Pursuant to Art. 1510, par. 2, c.c., Roxtec shall be deemed to have complied with its obligation to deliver the Goods at the time and at the point where Goods are delivered to the Carrier. The destination of Goods must be stated in the relevant Order - or as otherwise agreed in writing. Regardless of any written provision in the Order of specific Incoterms delivery terms, the risk will pass to Customer upon delivery of the Goods to the Carrier, without prejudice to Section 7 below of these Terms.
- 2.2 Time of delivery shall not be of the essence and therefore, Roxtec shall have no liability to Customer for delays in shipment or delivery for any reason whatsoever (including, but not limited to any damage or loss resulting from any delay in delivery).
- 2.3 Customer shall examine the Goods immediately upon delivery and shall report to Roxtec in writing, within eight (8) calendar days of delivery, any shortfalls, damages to packaging, non-compliance with the Agreement or other recognizable Defects apparent from a visual inspection of the Goods (“**Visible Defects**”). Without prejudice to the provisions under Section 9 below, Roxtec shall be discharged from all liabilities for shortfalls and Visible Defects if not notified by Customer in said reporting period. In case of incomplete or wrong delivery or delivery of Goods affected by Visible Defects, Customer’s exclusive remedy is a new delivery at Roxtec’s expense, also as an integration of a previous incomplete delivery, without prejudice to the Client’s obligation to return the replaced Goods. Roxtec shall have no further liability, except in those cases where a limitation of liability agreement is expressly prohibited by law.
- 3. ORDERS**
- 3.1 Customer shall request the Works in writing by issuing an Order. Roxtec shall perform the Work under the accepted Order but only subjected to these Terms or the Framework Agreement, if any.
- 3.2 The Orders issued by Customer for the purchase of the Work shall include, with respect to Goods, the number and description of Goods ordered, their respective product serial numbers and preferred time for delivery and, with respect to Services, the type of Services, estimated hours of work required by Roxtec’s personnel and other details such as the actual site where Roxtec will perform the Service or part of it (the “**Site**”). Roxtec will confirm such Orders in writing, including estimated time for delivery, without prejudice to the provisions under point 2.2 above.
- 3.3 All Orders are subject to approval and acceptance by Roxtec. No Order shall be binding for Roxtec unless and until it has been accepted in writing by Roxtec’s authorised signatories. Roxtec shall be entitled to reject Orders (also without notice) for whatever reason and without liability.
- 3.4 Each Purchase Agreement shall be subject to the conditions of the Terms. Except if otherwise expressly indicated in these Terms, in case of inconsistencies between the Terms and any Purchase Agreement, the Terms shall prevail.
- 3.5 Customer may not cancel or change accepted Orders unless Roxtec has consented to such cancellation or change. Roxtec reserves the right to charge Customer all costs associated with the cancelled or changed Order and, in addition, a reasonable compensation for cancellation.

3.6 Even if the Customer, for the purpose of transmitting and/or writing purchase orders and/or order confirmations, uses standardised forms or computer portals containing contractual clauses and/or references to the Customer's own general terms and conditions, given that the revision of such forms and portals is often burdensome for one or both Parties, relations between the latter for the purposes of the Purchase Agreements shall, in any case, be understood to be governed solely by the Agreement, with the explicit exclusion of any contractual clause and any reference to the Customer's general or specific terms and conditions in the aforementioned purchase orders, order confirmations or telematic portals, which shall therefore always be ineffective vis-à-vis Roxtec and shall be deemed as not having been placed.

4. QUOTATION POLICY

4.1. Roxtec reserves the right, at any time, to alter specifications and Prices due to ongoing improvements to the Works or to withdraw, add to or modify any Good or Digital Solution. Customer undertakes not to deny its consent to said changes in accordance with the principle of good faith.

5. PRICE AND TERMS OF PAYMENT

5.1. Unless otherwise agreed upon by the Parties in writing, the Prices shall be those indicated in Roxtec's Price list in effect from time to time. Roxtec reserves the right to adjust the Prices at any time by issuing a new Price list.

5.2. It remains understood that the Prices do not include value added tax, sales tax and similar taxes nor any municipal, local or state taxes or withholding taxes, whether imposed by current legislation or introduced in the future, with the exclusion of tax on income. If any such tax is found to be applicable, the relevant amount of tax shall be invoiced to and paid by Customer to Roxtec at the same time and at the same terms as applied to the payment of the Price. The amount of any such tax which Roxtec may be required to pay or collect shall be deemed as paid or collected on behalf of Customer, and shall be invoiced to the latter, unless a suitable tax exemption certificate has been supplied.

5.3. Costs for travel, food, accommodation and other expenses incurred by Roxtec personnel in connection with the Services are not included in the Price and Roxtec shall always be entitled to compensation for reasonable documented costs thereof. Except as otherwise agreed, the Prices shall not include the cost of any training material that may be needed by Customer for the Work (the "Training Material"), which shall be charged on a case – by – case basis.

5.4. Unless otherwise agreed upon in writing by the Parties, Prices are immediately payable in full upon the date of delivery of Goods to the Carrier by Roxtec, and all payments shall be made and credits shall be given in Euro.

5.5. If Customer deems that an invoice contains incorrect information, Customer shall notify Roxtec within eight (8) days giving details of the alleged error in the invoice. If no such notification is received by Roxtec in the mentioned period the invoice shall be deemed correct and valid.

5.6. Roxtec shall be entitled to interest on overdue payments in pursuance of Legislative Decree no. 231/2002.

5.7. Should Customer not duly fulfil its obligation to make timely payments, then Roxtec shall have the right to demand advance payment or adequate security from Customer for any future sales. Roxtec reserves the right to assign or transfer to any third party any debt owed by Customer, with full rights of such third party to collect such debt from Customer.

5.8. Roxtec reserves its right, after providing Customer written notice and reasonable time to pay a delayed payment in full, to suspend its performance until such sums are paid in full and/or terminate the Agreement in whole or in part, at its sole discretion.

5.9. In any case, Customer shall not be entitled to raise objections, claims for compensation or take any other action whether arising from breach of agreement, breach of legal provisions or any other matter whatsoever, in order to justify the suspension or refusal, in whole or in part, of the payment.

6. ACCESS, SECURITY AND PREPARATION OF THE SITE

6.1. The Services provided by Roxtec shall be limited:

6.1.1. to visual inspection in respect of how the Goods have been installed. Roxtec shall not conduct a detailed investigation or testing of the installation of the Goods and so shall only conduct an initial inspection that is intended to clearly and visibly detect whether the Goods have been improperly installed, and

6.1.2. to demonstrations and instructions to Customer's staff to demonstrate how the Goods should be installed. As Roxtec does not assess the capability or qualifications of the Customer's staff, Roxtec shall not be responsible for the performance of such staff in the installation of the Goods.

6.2. When access is needed to the Site for the performance of a Service, Customer shall grant Roxtec unlimited access to such premises, facilities, utilities and resources in the Site and also to documents and information reasonably required by Roxtec for the provision of the Services. Customer is responsible to provide all the necessary information (in English language) and to clearly communicate to the personnel appointed to perform the Services all safety rules and regulations necessary to perform safely the Services in the Site.

6.3. In case special training is needed to obtain permission to access the Site or some specific parts of it (e.g. off shore safety training, firefighting training), Customer undertakes to provide such training free of charge to the personnel appointed by Roxtec for the Service.

6.4. When necessary for the fulfilment of the Service, Customer shall make its best efforts to keep the frames, combinations of frames, modules, stay plates, wedges and round sealings installed in the Site (the "Transits") and the openings clean from dust, paint or other obstacles that could interfere with the Service, and shall provide the necessary elements to perform the Service, such as ladders or scaffolding when necessary. Before any Service that includes inspection, Customer shall provide a detailed list identifying each relevant Transit in the Site. The list shall attach the corresponding documentation (e.g. drawings), necessary for the localization and identification of the Transits in the Site. Roxtec is not liable or responsible for the condition or inspection of any Transit, or any product, or any condition that is not on the list, and not identified on the corresponding Order as part of the Work.

6.5. Roxtec reserves the right to suspend at any time the performance of the Work at Customer's Site where, in its sole opinion, any condition at the Site potentially or actually represents a hazard to the safety or health of the personnel appointed to perform the Work and/or of any Roxtec employee. In such cases, if the Site's safety conditions are not rectified to Roxtec's satisfaction, Roxtec shall be entitled to terminate the Purchase Agreement and to compensation for any Work that has been carried out.

6.6. Customer shall be liable for and shall indemnify, defend and hold Roxtec harmless (including for reasonable attorney and expert fees and expenses) in respect of any and all claims, losses, costs, causes of action, damages and expenses related to personal injury (including

death or disease) or property damage arising from or related to conditions on the Site.

7. RETENTION OF TITLE

- 7.1. Without affecting the passing of risk and to the extent this is not forbidden under applicable law, the Goods shall remain the property of Roxtec until they are paid in full. Therefore, title to the Goods shall pass to Customer upon full payment of the agreed price, of the relevant taxes and all other charges to be borne by Customer. The retention of title shall not affect the transfer of risk under Section 2.1 above.
- 7.2. Failure by Customer to effect full payment on agreed payment date shall entitle Roxtec to repossess the Goods, in whole or in part, at Customer's expense. Customer is obliged to reimburse Roxtec for all costs incurred by the latter in conjunction with the repossession and restoration of the Goods to the same condition they were in upon delivery.

8. DIGITAL SOLUTIONS

- 8.1. Roxtec offers digital tools to help users save time, increase quality and optimize safety to its sealing solutions. These tools may consist of online or stand-alone software for designers; construction quality assurance software; management tools to register and control cable and pipe transit seal systems; etc. (these software, all associated features and functionalities, accessed through websites or other user interfaces, such as mobile applications, shall hereinafter jointly be defined as the "Digital Solutions").
- 8.2. Customer acknowledges that the Digital Solutions are owned and provided by the Swedish company, Roxtec International AB, which is the sole responsible for the maintenance and management of the Digital Solutions as well as the supplier of all services related to the Digital Solutions. Customer also acknowledges that all intellectual property rights contained in the Digital Solutions belong to Roxtec International AB.
- 8.3. Customer understands and acknowledges that Roxtec may offer the Digital Solutions through local subsidiaries in different markets, including Roxtec Italia S.r.l., and that, in addition to Roxtec, such subsidiaries or representatives shall be entitled to invoice and collect payments in the way stipulated in Section 5 of these Terms for the sale and use of the Digital Solutions by the Customer and (ii) to bring any claims before the competent authorities that may be necessary to collect or recover any payments due related to the purchase of Digital Solutions by Customer.

9. WARRANTIES AND LIABILITY

- 9.1. Without prejudice to the provisions under paragraph 2.3 above, Roxtec warrants, according to and for the purposes of Articles 1490 and 1497 c.c., for a maximum of twelve (12) months from delivery, that all Goods are free from Defects ("Warranty"). After receiving notice from Customer and substantiation by Roxtec of the claim as being within the Warranty, Roxtec shall, at its option: (i) repair the defected Good, (ii) refund an equitable portion of the Work's value, or (iii) furnish replacement Goods or parts, as necessary at the original shipping point. In no event shall the disassembling and/or reassembling, uninstalling and/or reinstalling of any Goods be understood to be carried out by and/or at the expense of Roxtec.
- 9.2. The Warranty contained in this Section 9 replaces all other warranties, whether provided for by law or by contract, express or implied, concerning the Goods, and specifically any warranties of merchantability and fitness for a particular purpose.

- 9.3. Without prejudice to the provisions under paragraph 2.3 above, Roxtec's obligations set forth under paragraph 9.1 above are subject to Roxtec being notified in writing by Customer within thirty (30) calendar days after a Defect is discovered or ought to have been discovered upon careful inspection. Any claim notified by Customer shall be deemed to have been withdrawn and waived by Customer unless legal proceedings in respect thereof have been initiated within three (3) months of the notification of such claim to Roxtec. The parts to be repaired and the Goods which have been replaced by Roxtec, shall be Roxtec's property. Customer shall carry out dismantling and re-installation of Defective Goods at its own risk and cost.
- 9.4. If Roxtec has not successfully remedied the Defect within a reasonable term, Customer may, by written notice, fix a final term pursuant to Article 1454 c.c., in any event not inferior to 15 days, for the fulfilment of Roxtec's obligation. If Roxtec has not remedied the Defect within such final term, Customer is entitled to partially terminate the Purchase Agreement in respect of such Defective Goods and, as a result, return the latter and claim reimbursement of the relevant Price already paid to Roxtec.
- 9.5. The Warranty of this Section 9 shall not cover, and Roxtec shall not be liable for defects in any Goods that are caused by or related to improper storage, faulty, poor maintenance, misuse, unusual external conditions, non-adherence to Roxtec's installation instructions or other incorrect installation and alterations or reparations of the Goods not performed or authorized by Roxtec. Customer waives any rights to make a Warranty claim of any kind, express or implied, where a Good has been modified or altered without the express approval of Roxtec. Roxtec shall in no event be liable under this Section 9 or otherwise if Customer or a customer of Customer has used or installed any parts in or in connection with the Goods, which are not Roxtec's original parts. The Warranty shall not cover defects in design when the Goods have been manufactured by Roxtec according to Customer's own designs or following Customer's instructions regarding the design of the Goods. Decomposition or corrosion by chemical action or wear or damage caused by the presence of abrasive materials is not and shall not be a product or manufacturing defect. Furthermore, Roxtec's liability does not cover normal wear and tear.
- 9.6. Roxtec does not provide a warranty for any product or part not manufactured by Roxtec or services provided by third parties. With respect to products, parts, and equipment not engineered or manufactured by Roxtec (whether or not supplied by Roxtec or affected by the Work), Roxtec disclaims any liability and provides no warranty.
- 9.7. With respect to Services involving instruction and training of Customer or its personnel, Roxtec disclaims and Customer waives any and all liabilities and warranties whether express or implied. The participants at any trainings provided by Roxtec are not evaluated by Roxtec and therefore Roxtec cannot assess the ability of the participant(s) to conduct Services, install, inspect or supervise Transits or any sealing solutions for cables and pipes. Therefore, Customer waives the right to invoke any liability of Roxtec for any default, failure, damage (direct or indirect) or loss of whatever kind and type caused by an installation, inspection or supervision made by the participant(s) of the training services provided by Roxtec.
- 9.8. The product information provided by Roxtec regarding the Goods does not release the Customer, or part thereof, from the obligation to independently determine the suitability of the Goods for the intended process, installation and/or use.
- 9.9. This Section 9 sets forth the exclusive remedies for claims based on defect, failure or non-conformity of the supplied Work, with the express exclusion, without prejudice to the cases where a limitation of liability agreement is expressly forbidden by law, of the liabilities set forth in Articles 1494 and 1512 c.c.. This exclusivity applies

regardless of whether the claim is based on contract, tort (including negligence) or otherwise and however instituted, and also whether a defect arises before or during the warranty period. The Warranty set forth in Section 9.1 is exclusive and in lieu of all other warranties whether written, oral, implied or statutory. No implied or statutory warranties or conditions of merchantability or fitness for particular purposes shall apply to the work.

- 9.10. Subject only to Section 10 below, Roxtec's liability in respect of Defective Goods, both vis à vis Customer and any third parties, is regulated exclusively by this Section 9.

10. PRODUCT LIABILITY

- 10.1. Roxtec undertakes to indemnify Customer from claims directly attributable to the Goods having caused damage to property or personal injury to third party, but only to the extent it appears that Roxtec has been guilty of gross negligence provided that the Customer immediately has informed Roxtec of such claim being made to Customer and permitted without prejudice to Customer's obligation to immediately inform Roxtec of such claim being brought against Customer and to allow Roxtec to conduct all negotiations and proceedings in relation thereto. Customer undertakes to take all the reasonable measures in order to mitigate any damages attributable to the Goods and/or prevent further damages.
- 10.2. Customer shall indemnify, defend and hold Roxtec harmless from claims related to damage to property or personal injury (including those resulting in death), caused by Customer's negligence or wilful misconduct.
- 10.3. Customer shall maintain general liability insurance with a cap of no less than Euro 1,000,000.00 (one million/00) per occurrence for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors and suppliers, products, completed operations, personal & advertising injury, and liability assumed under an insured contract for contractual breach. This insurance shall apply separately to each insured person (including natural persons and legal entities) against whom a claim is made or suit is brought subject to the Customer's limitation of liability.

11. LIMITATION OF LIABILITY

- 11.1. Under no circumstances shall Roxtec be liable, under or in connection with the Agreement, vis à vis Customer or third parties, for any loss of profits, loss of use, loss of data, loss of production, loss of contracts, pure financial losses, claims from customers or any other indirect or consequential loss or damages regardless of whether such loss or damage could have been reasonably foreseen, without prejudice, however, to specific cases where the law prohibits limitation agreements of Roxtec's liability, in which event, the latter shall be limited to the minimum extent permitted by applicable law.
- 11.2. Without prejudice to specific cases where limitation of liability agreements are expressly forbidden by law, the maximum aggregate liability of Roxtec Italia S.r.l. and the Roxtec Group vis à vis the Customer, arising under or in connection with the Agreement or with any collateral contracts, whether arising as a result of breach of contract, tort (including negligence), breach of statutory duty, legal obligations, indemnity or otherwise, shall not exceed the total amount of € 300,000.00 (three hundred thousand Euro).
- 11.3. Customer hereby acknowledges that any Service that includes supervision and/or inspection activities by Roxtec is carried out by a visual inspection only of the readily accessible features of the Transits and/or products and that any inspection that may be provided is a "snap-shot" of the inspected Transits and/or products at the time of inspection. Under no circumstances will Roxtec be liable for failure to

identify defects in the work or products of third-parties over which Roxtec has no control.

- 11.4. Customer acknowledges that: (a) any Transits or other products inspected by Roxtec during the Service; and/or (b) any Transits and/or products that where subject to any installation/maintenance work carried out by Roxtec during the Work may change at any unknown point-in-time after such Service is performed by Roxtec, including due to actions by other parties than Roxtec or eventualities beyond Roxtec's control, including but not limited to reinstallations or de-installations of inspected Transits and/or other products carried out by Customer, its personnel or any other third party not authorized by Roxtec; incidents and accidents; environmental changes; general re-conditioning of the area (or to adjacent areas) in which the Service, including inspection, was made; ignorant unintended actions to the inspected Transits, products, etc. Customer acknowledges that the conditions of the Transits may change after any inspection by Roxtec, and Roxtec is not responsible for those changes/conditions.
- 11.5. Customer acknowledges that Roxtec is neither an insurer nor a guarantor of services performed by Customer or carried out by Customer's personnel or sub-contractors trained by Roxtec. Customer hereby agrees to defend, indemnify and hold Roxtec harmless (including for reasonable attorney and expert fees) from any and all claims arising from or relating to the designs, installations or maintenance work performed by Customer or carried out by Customer's personnel or sub-contractors trained by Roxtec and even if Roxtec is alleged to be negligent (or without regard to the alleged negligence of Roxtec).

12. INTELLECTUAL PROPERTY RIGHTS

- 12.1. All intellectual property rights, drawings and know-how in or relating to the Works are and shall remain the property of Roxtec Italia S.r.l. or of the Roxtec Group. The use of intellectual property rights belonging to Roxtec Italia S.r.l. or to any other company of the Roxtec Group by Customer shall not entail the transfer or assignment of any rights from such company to Customer. Customer acknowledges that Roxtec shall retain the full and exclusive ownership of all intellectual property rights that are designed by/or originate from Roxtec relating to changes, developments or improvements to the Works.
- 12.2. Customer shall promptly notify Roxtec of any modifications, improvements, enhancements, adaptations, inventions and discoveries related to the Works made by it or by its employees or consultants at any time.
- 12.3. Roxtec shall retain all title, copyrights and other intellectual property rights in or related to the Training Material and in all copies of all or any portion thereof, including all modifications to the Training Material.

13. CONFIDENTIALITY

- 13.1. In connection with the Agreement, Roxtec has disclosed or may at its own discretion disclose to the Customer certain technical and commercial information and know-how related to Roxtec's manufacturing methods, Goods, Services, Digital Solutions and business including, but not limited to formulas; designs; data test reports; samples; measures; statements; specifications; information concerning customers, business, prices and finance; drawings (including, but not limited to technical drawings created through any type of software owned by Roxtec); contractual arrangements or other dealings or transactions of Roxtec; which is identified as being confidential or is deemed to be confidential due to the nature of the information or the circumstances of its disclosure (the "**Confidential Information**"), either directly or indirectly in writing, orally, with drawings, samples, visual inspections or otherwise.

- 13.2. Customer shall during the term of the Agreement and for a period of five (5) years thereafter, maintain the Confidential Information in strict confidence and shall not disclose, divulge or communicate the Confidential Information to any person (other than as permitted or contemplated by the Agreement or with the written approval of Roxtec or as may be required by law) nor use the Confidential Information outside the scope of the Agreement.
- 13.3. Customer shall not make use in any way of the Confidential Information or any part thereof for the purpose of manufacturing any mechanism or component identical or essentially similar to the Goods or any mechanism or component thereof, or for any other commercial or technical purpose.
- 13.4. The restrictions stated in this Section 13 shall not apply only if Customer can prove that the relevant part of the Confidential Information *(i)* is publicly available for reasons not ascribable to Customer; *(ii)* was in Customer's possession prior to the date of disclosure by Roxtec; or *(iii)* Customer is authorised to disclose it by virtue of any subsequent written agreement between the Parties hereto.

14. FORCE MAJEURE

- 14.1. In the event that Roxtec is wholly or partially unable to fulfil its obligations under the Agreement for reasons beyond Roxtec's control, including but not limited to acts of God, acts, omissions, or administrative and/or legal regulations of any government or subdivision thereof of the State or other public entities, judicial actions, fire, atmospheric events, accidents, wars, riots, pandemics, epidemics, labour disputes, whether or not Roxtec is a party to such dispute, strikes, general shortage of raw materials, machine damage, damage to plants, delay in delivery by sub-contractors or the Carrier or delivery failures, then Roxtec's shall not be deemed liable for non-fulfilment, in those cases in which it is hindered by the above events and as long as such circumstances persist.

15. MISCELLANEOUS

- 15.1. If one of the provisions of these Terms, or application thereof to any person or circumstances, shall for any reason or to any extent, be invalid or unenforceable, such invalidity or unenforceability shall not in any manner affect or render invalid or unenforceable the remainder of these Terms. In the event of the invalidity or unenforceability of any provision of these Terms, the Parties shall, at the request of either Party, negotiate in good faith to agree on changes or amendments to these Terms which are required to carry out the intent and accomplish the purpose of these Terms in the light of such invalidity or unenforceability.
- 15.2. The failure of Roxtec to insist upon the adherence to any term of the Agreement on any occasion shall not be considered as a waiver of Roxtec nor shall it deprive Roxtec of the right to insist upon the strict adherence to that term or any other term of the Agreement at some other time.
- 15.3. Roxtec shall be entitled to replace personnel to provide the Services at its own discretion in the course of the performance of any Work under the Agreement.

16. COMPLIANCE WITH THE SANCTION REGIME AND EXPORT RESTRICTIONS

- 16.1. Customer shall not, directly or indirectly, sell or otherwise transfer the Goods or the Digital Solutions to any individual or entity (including countries) or sell them in violation of any Sanction Regime, as defined in Section 16.2 below.

- 16.2. The "Sanction Regime" for the purpose of this Section 16 ("Compliance with the Sanction Regime and Export Restrictions") shall mean all the laws and regulations adopted or maintained (now or in the future) by a government or inter-government authority, including the United Nations (UN), the European Union (EU) and its Member States, the United States of America (USA) and which are applicable (now or in the future) to Roxtec Italia S.r.l. or to any company of the Roxtec Group imposing prohibitions or authorisation requirements on the export or re-export of a product due to e.g., a product's nature or contents, or prohibitions or restriction to conduct business with specific individuals and entities or on specific territory identified by government or inter-government authorities specified in this Section 16.2.
- 16.3. Customer guarantees that neither itself nor any person or entity owning or controlling the Customer, or any person in a management position or employed by the Customer falls under the Sanction Regime.
- 16.4. Customer shall promptly aware inform Roxtec upon becoming that Customer, or any of its direct or indirect owners, or any of its directors, officers or employees, becomes a person or entity sanctioned under the Sanction Regime.
- 16.5. Roxtec has the right to unilaterally terminate the Agreement or any Purchase Agreement with a written notice with immediate effect in the event that the performance of any of its obligations under the Agreement constitute in any jurisdiction a violation of the Sanction Regime either by Roxtec Italia S.r.l. and/or by any other company of the Roxtec Group.
- 16.6. Roxtec shall not be liable to the Customer for any losses resulting from the unilateral termination of the Agreement and/or one or more Purchase Agreements by Roxtec under Section 16.5.
- 16.7. The non-compliance of the Customer of a provision of this Section 16 shall constitute a material breach of the Agreement, according to and for the purposes of Article 1455 c.c..
- 16.8. Customer shall fully compensate and hold harmless Roxtec Italia S.r.l. and the Roxtec Group against any and all claims, proceedings, actions, fines, losses, costs and damages arising from, or relating to any non-compliance with export control regulations by the Customer. The foregoing compensation shall cover any liability as well as any costs and expenses including legal fees arising from such claims and including all such costs incurred in the defence and settlement of such claims. The provision of this Section 16.8 shall be unaffected by the completion, termination or cancellation for any cause, in whole or in part, of the Agreement or any part thereof, and shall apply notwithstanding any other provision of the Agreement or any other contract or agreement between the Parties.

17. DATA PROTECTION AND PRIVACY

- 17.1. In the event that the Parties receive any personal data according to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regards to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("General Data Protection Regulation", GDPR) (hereinafter, the "**Personal Data**"), each Party warrants to comply with the applicable EU data protection law(s), regulations, treaties or directives (collectively the "**Privacy Regulations**"). Each Party is aware that any content or information received by a Party could be considered Personal Data and warrants that any of these Personal Data have been and will be collected, processed and used in accordance with the applicable privacy policies and requirements of the Privacy Regulations.

- 17.2. Each Party acknowledges its obligations to control access to and/or exportation of technical data under the applicable export laws and regulations, and each Party agrees to adhere to and comply with the laws and regulations with respect to any technical data received under the Agreement.

18. GOVERNING LAW

- 18.1. The construction, validity and performance of the Agreement and all obligations, including non-contractual obligations, arising from or connected with the Agreement shall be governed by, construed and enforced in accordance with the laws of Italy, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of the laws of another Nation, and excluding the UN Convention on International Sale of Goods.

19. ARBITRATION

- 19.1. Except for disputes related to a claim of less than Euro 50.000,00 which shall be settled before the Ordinary Court of Milan, any and all other disputes, controversies and claims (including those of undetermined value) arising out of or in connection to the Agreement, or the breach, termination or invalidity thereof, shall be finally settled among the Parties by arbitration before the Milan Chamber of Arbitration in accordance with its Arbitration Rules. Unless the Parties agree otherwise, the seat of arbitration shall be Milan, Italy. The language to be used in the arbitral proceedings shall be English.
- 19.2. Notwithstanding the above, Roxtec shall be entitled to seek injunctive relief and other interim measures at the local competent courts or competent authorities to enforce its intellectual property rights, avoid unauthorized disclosure of Confidential Information, or to secure claims of any payments under the Agreement.

20. INTERPRETATION

- 20.1. The fact that Roxtec has drafted these Terms shall not work to Roxtec's disadvantage in case of any dispute. Customer is advised to seek legal advice as to the content and interpretation of these Terms before entering into an Agreement or making any purchase with Roxtec.

These Terms are freely available for consultation and download at:
<https://www.roxtec.com/it/informazioni-su-roxtec/note-legali/termini-e-condizioni-general-di-vendita/>.