

## ANNEX "F" - INGETEAM GENERAL TERMS AND CONDITIONS OF SALE

### 1) PURPOSE.

These General Terms and Conditions of Sale ("GTCS") shall apply to any commercial relationship, sale, supply of goods, delivery and/or provision of services by any of the companies belonging to the INGETEAM Group (hereinafter, "INGETEAM") which will be created through the issue by INGETEAM of an Offer at the Client's request, and the subsequent submission by the Client either of: (i) an order accepting the Offer or (ii) a signed copy of the Offer as acceptance of the same, which in turn will need to be acknowledged by INGETEAM. An acceptance will be deemed to exist with any statement or act of the Client indicating agreement with the Offer. Any deviation in the Client's standard clauses will be considered as not set unless INGETEAM provides a written acceptance thereof. It will be understood that these GTCS have been notified to the Client since its reception by the latter in the course of its commercial relationship with INGETEAM. INGETEAM reserves the right to modify these GTCS from time to time. Latest review: May 2020.

### 2) CONTRACTUAL DOCUMENTATION.

The commercial relationship between INGETEAM and the Client will be governed by INGETEAM's Offer, or the Client's Order acknowledged by INGETEAM or the Client new proposal accepted by INGETEAM and these GTCS, all of which will constitute the "Contract". In the event of conflict or contradiction, the clauses of these GTCS shall prevail, except for any specific terms and conditions included in each Offer or acceptance of Order.

### 3) OFFER AND ORDER.

INGETEAM's Offer will contain a description of the supply, time of execution and delivery, price and other specific terms and conditions for the concerned supply. The Client shall either issue an Order within a maximum period of one month (unless otherwise indicated in the Offer), which shall be deemed to be in accordance with the Offer or accept the Offer in writing. After such period has elapsed, the Offer will automatically be deemed to have expired. The issue of an Order based on an INGETEAM's Offer, its acceptance in writing or the acknowledged by INGETEAM or the Client new proposal implies acceptance by the Client of these GTCS, which shall prevail over the Client's general terms and conditions of purchase, if any. Any changes and/or variations in the scope of an accepted Order shall be notified in writing to INGETEAM and, in order to be valid, must be expressly accepted in writing by INGETEAM.

### 4) PRICES AND METHOD OF PAYMENT.

The price of the supply is net, it only includes those items specified in the Offer and/or Acceptance of Order and shall be deemed exclusive of VAT and any other taxes, levies, fiscal charges, duties or any other fees whatsoever levied on the supply. No deductions such as withholdings or discounts not agreed upon will be applied. Any prices specified are only valid for the quantities offered, for the terms of payment specified and for orders received during the validity period of the Offer. The prices specified may not be changed unless through a price review clause foreseen in the Offer or in the Contract. Nonetheless, if the Client requires modifications or improvements to the supply INGETEAM will fix a new price, which will be notified to the Client and, upon Client's acceptance sent to INGETEAM, will become the new price of the Contract. The prices will be considered as given for ex Works delivery at INGETEAM's facilities. Any loading, transport, insurance, unloading, assembly, erection or commissioning are not included in the sales price, unless expressly mentioned in the Offer or accepted in writing by INGETEAM. Payment shall be made in the currency and under terms agreed upon in the Offer. In the absence of an agreement on the contrary, payment will be made within 30 days as of the invoice date. In the event that the price is fixed in a currency other than EURO, any variation in the exchange rate of such currency and the EURO, from the Contract date until the date of effective collection, may lead to an adjustment in price. In the event of delay in payment, interest will be automatically accrued on any overdue amounts as of the due date without any reminder, at the interest rate in force at the due date pursuant to Legislative Decree of October 9, 2002, no. 231, and raised by percentage points set forth by applicable law, without prejudice to any other rights INGETEAM may have. The Client shall not set-off any claims or debts, unless they are due, liquid, payable and recognized in

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an enforceable document or court decision, neither exercise any withholding right, unless it is foreseen in the Contract. Breach by the Client of any payment obligation, as well as its insolvency or non-payment to any member of the INGETEAM Group of any debt, will entitle INGETEAM to offset credits as well as to immediately suspend any activity and supply and/or declare the Contract terminated and declare the entire debt due in advance, demanding its immediate payment (including any amounts not due yet), charging for any works performed, expenses incurred and damages suffered, and withholding in its favor any sums received, with the Client having no right to indemnification, with expiry of the guarantee. If any advance payment has been agreed upon, the Contract will not come into force and INGETEAM's obligations will not be enforceable until INGETEAM has received such advance payment.

## **5) TIME OF DELIVERY.**

This is as specified in the Offer and/or confirmation of Order, as long as the Client fulfils in due time its obligations to provide information, documentation and approvals according to the planning specified in each case. The dies a quo will be the date of confirmation of Order by INGETEAM. Nevertheless, if the Client requires modifications or improvements to the supply, INGETEAM will state a new contractual time of delivery, which will be notified to the Client. Any delay in delivery caused by a case of Force Majeure or Acts of God will not be considered as a delay and will not give rise to any penalties. Any delay in payment by the Client will lead to a correlative extension of the time of delivery. In case of delay in delivery within the date specified in the Contract due to reasons directly and exclusively attributable to INGETEAM's responsibility and which causes damage to the Client, the Client might be entitled to liquidated damages if it has been explicitly agreed so, with a penalty of zero point five percent (0.5%) of the Ex-Works price of the product whose delivery has been delayed for each full week of delay, and after a grace period of one full week, without in any case exceeding 5% of the total price of the good or service whose delivery has been delayed. The payment of said penalty will be the exclusive remedy in case of delay in delivery. The Client shall not be entitled to claim any further, actual or additional damages on account of the same late delivery. Liquidated damages or penalty claims for late delivery are time barred after two months from delivery of the Supply concerned and Client shall not be entitled to apply liquidated damages if it has breached its contractual obligations of payment and/or procurement of sufficient information in due time. If the agreed milestones entailing the right to collect the price cannot be fulfilled for reasons not attributable to INGETEAM, INGETEAM will be entitled to collect such price at the agreed terms and dates of payment as if they had been duly fulfilled.

## **6) TERMS OF DELIVERY.**

Unless otherwise provided in the Offer, deliveries will be considered made once the products are available to the Client at INGETEAM facilities or warehouses (Ex-Works Incoterm 2020). INGETEAM will be authorized to make partial deliveries. Whenever by contractual agreement delivery must be made at a place designated by the Client, the Client must ensure at all times that there is a good and constant access to such place for the required transportation, considering the projected size, weight and other characteristics of the supply. In case that the Client fails to do so, delivery shall be deemed to have taken place at the moment when INGETEAM announces disposability for dispatch and delivery, and Client shall have to assume and afford any and all extraordinary measures necessary to make the supply reach its final destination. Irrespective of which Incoterm is chosen as applicable, unloading at site is never part of INGETEAM's scope of supply. In the event that the Supply or any part of it could not be delivered at their due dates for reasons beyond INGETEAM's control when ready for dispatch and delivery and after the announcement to be placed at Client's disposal, such supply will be placed to storage, and after a period of grace of one month, the Client will pay storage expenses, including storage at the factory where manufactured, of an amount of one percent (1%) of the total purchase price for any commenced month of storage. INGETEAM shall invoice any amounts otherwise payable to INGETEAM upon delivery and all storage expenses incurred, and delivery shall be deemed to have taken place for the purposes of having the right to collect the price and the beginning of the guarantee period. All risk of loss or damage during storage shall be for the Client.

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## 7) FORCE MAJEURE.

INGETEAM's impossibility or delay in executing its obligations under the Contract, resulting from cases of Force Majeure, including, without limitation, war, terrorist attacks, natural disasters, acts of God, epidemics and pandemics, fires, floods, shortage of labor, energy or raw materials, labor conflicts such as civil commotion, strikes or lockouts, revolutions, fires, explosions, floods, political disturbances, epidemic events failures of the means of transport or third party supplies, administrative provisions, governmental orders, or any other events or circumstances beyond INGETEAM's control which can be considered as a case of Force Majeure according to Articles 1218 and 1256 of the Italian Civil Code; with the consequence that INGETEAM will not be liable for a failure to perform any of its obligations due to such impediment beyond its control and it will release INGETEAM from its obligations to fulfill the Contract while such Force Majeure persists preventing performance, and will lead to a correlative extension of the time of delivery. In case that Force Majeure lasts longer than three (3) months, INGETEAM may terminate the Agreement without being obliged to indemnify the Client. Further, where the performance of contractual duties by INGETEAM has become excessively onerous due to an event beyond its reasonable control which it could not reasonably have been expected to have taken into account at the time of the conclusion of the Contract; and that it could not reasonably have avoided or overcome the event or its consequences, the parties are bound, within a reasonable time of the invocation of this Clause, to negotiate alternative contractual terms which reasonably allow for the consequences of the event.

## 8) ORDER CANCELLATION.

The Client may not cancel any order unilaterally at convenience and may only cancel his order for reasons previously agreed with INGETEAM. If for any of those reasons reason the Client decides to cancel its Order in whole or in part, INGETEAM reserves the right to take any legal actions it may be entitled to, retaining in its favor as indemnification for damages the part of the supply already made, any materials it may have already received and any sums received in advance on account of the total Contract price, without prejudice to its right to claim indemnification for any further losses and damages it may have suffered. The minimum charges payable by the Client for order cancellation may be determined in the Offer. In the event of cancellation of an Order that has already entered the design stage, the Client shall pay a minimum of twenty per cent (20%) of the total price of the supply.

## 9) QUALITY OF THE SUPPLY.

The supply will conform to the specifications indicated in each Contract as regards quality and good condition. All trials and testing will be governed by IEC standards, unless otherwise specified. The Supply shall be inspected by INGETEAM's technical staff in order to ensure conformity with what was agreed. The Client shall acknowledge receipt of the supply in writing if it is present at the inspection and the outcome is satisfactory. If this right is waived, the supply will be deemed as definitively handed over and accepted. Any expenses incurred as a result of the Client's visits and acceptance shall be borne by the same. In any case it will be understood that the supply has been received by the Client after 8 days following the discovery of defects and, in any case, after 1 year following the date of delivery without any claim being brought for defects and/or faults, or if the Client starts making use of it.

## 10) WARRANTY.

INGETEAM guarantees the products supplied with regard to defects attributable directly and exclusively to the design, if it has been carried out by INGETEAM, manufacturing, labor or materials, during the period of twelve (12) months after its delivery but no longer than eighteen (18) months after the date of announcement to be available for taking over or transport, whichever expires first. By virtue of this warranty, INGETEAM undertakes to repair or replace, at its option and wherever it decides, the defective goods or parts. Any defects claimed must be notified immediately in writing by the Client to INGETEAM as soon as they have arisen within the warranty period, exhaustively stating the nature of such defects, allowing INGETEAM to inspect and remedy them and promptly making the good available for correction. Any potential costs arising from transport of the goods, custom duties, rates, etc., or from any dismantling or reinstalling of whatever has been repaired or replaced, are for the Client's account. The warranty shall only be valid and effective if transport, storage, assembly, installation,

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commissioning, operation and maintenance of the supply have been carried out properly by officially authorized staff in conformance with the instruction manuals provided by INGETEAM as applicable. The warranty covers solely the repair of any defects and/or replacement of any defective components at INGETEAM's facilities. The warranty shall not apply in case of normal wear and tear, whether due to operation or to external causes, or in case of extraordinary wear and tear or failure due to excessive loading during operation, inadequate use or external factors such as excessive moisture, dust, corrosion, electromagnetic disturbances, static discharge, changes in the quality of power supply, etc. The warranty does not cover defects resulting from accidents, Force Majeure, improper handling, repaired not carried out by INGETEAM, failure to observe operating instructions, or from negligence or lack of competence of Client's or third party's staff, neither defects arising from inadequate transport, storage, use or conservation or, in general, any defects due to reasons not attributable to INGETEAM or beyond its control. The Client is not allowed to carry out repairs by its own or through third parties, neither to unilaterally send the supply subject of a warranty claim for its repair or replacement. The warranty expires automatically if the Client or third parties carry out any intervention, modification or repair without the prior written consent of INGETEAM, or if they do not immediately take appropriate measures to prevent the damage from becoming more serious. The warranty does not cover any direct nor indirect loss and damage, whether personal or material, and it is the only guarantee given to the Client and it excludes any other conditions or warranties not expressly acknowledged by INGETEAM whether express, implicit or legal. The warranty will in any case exclude INGETEAM's liability for hidden defects beyond the indicated warranty period. The repair or replacement of a defective component of the supply will not alter the commencement and termination date of the warranty period for the entire supply.

## **11) LIMITATION OF LIABILITY.**

These General Conditions of Sale define the global responsibility of INGETEAM and exclude any other legal guarantee, express or implicit, including without limitation, the suitability of the products for a specific purpose and any other unspecified commercial guarantee. In any circumstance, the maximum responsibility of INGETEAM, its agents, employees, subcontractors and suppliers for any claim arising from the Contract, including product defects, penalties and interventions for repair or replacement under the guarantees granted to the Client, will amount to fifty percent (50)% of the total price of the good or service that has given rise to the claim. INGETEAM will not be in any case responsible for indirect, consequential or incidental damages that may be suffered by the Client or third parties, such as loss of production, income or benefits (lucrum cessans), loss of performance or availability, replacement costs, stops, waiting, labor, investment costs and other financial, third-party claims, etc. INGETEAM must be notified of the existence of damage immediately to its production. The limitation of liability contained in this clause will prevail over any other regulation contained in any other contradictory or inconsistent contractual document.

## **12) RESERVATION OF TITLE.**

INGETEAM shall remain the owner and will retain title over the supply until having received the full and definite payment of its contractual price in accordance with the payment terms and Client having fulfilled all its obligations derived from the commercial relationship. The Client will be obliged to diligently safeguard the goods supplied until the passing of title, bearing the risk of any loss or damage thereto following delivery according to the INCOTERM agreed. If the goods supplied are transformed or integrated by the Client into goods that are not INGETEAM's property in the proportion that represents the invoice value of the goods supplied under title reserve in the invoice value of the new manufactured good. Any used packaging material, any waste generated during assembly, erection, commissioning or repair, and their relevant environmental management, are the Client's property and responsibility. The Client shall provide proper environmental treatment of the foregoing and no return will be accepted.

## **13) INDUSTRIAL AND INTELLECTUAL PROPERTY.**

Any technology, design, invention, work, drawing, process, know-how, software, calculation, manual, method, solution, idea, improvement, innovation, modification, contribution and, in general, any associated information or documentation, developed or supplied by INGETEAM in the course of the offer or to be rendered under the

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performance of the Contract or incorporated in the design or function of the supply involving industrial or intellectual property, will at all times remain INGETEAM's exclusive property and they are considered business secrets, and the Client may not without INGETEAM's prior written consent copy, reproduce or disclose it to a third party in any way, neither use it or dispose of it to its benefit or to the benefit of third parties for purposes other than the completion of the contract and the operation and maintenance of the supply. The documents of all kinds delivered to the Client by INGETEAM and their content are the exclusive property of INGETEAM and the Client may dispose of them exclusively for the installation, operation and maintenance of the supplied goods and cannot deliver them to third parties without express prior written authorization from INGETEAM.

#### **14) HEALTH AND SAFETY MATTERS. OCCUPATIONAL RISK PREVENTION.**

The Client shall maintain safe working conditions at the site where Ingeteam is carrying out any works or services, and shall timely advise INGETEAM in writing of all applicable site-specific health, safety, security and environmental requirements and procedures as required by applicable law (inter alia, Legislative Decree April 9, 2008, no. 81 and following amendments). INGETEAM shall take all measures necessary to ensure an effective management for the prevention of occupational risks, by applying in this regard the assessment of risks and the preventive planning required for such purposes. Likewise, INGETEAM shall promote the mutual collaboration in this area with both the Client and, where appropriate, with other subcontractors present at site. To this end, and always depending on the nature of the works, INGETEAM will require from the Client the necessary information, collaboration and coordination measures in order to achieve both the due compliance with the legislation in force and, as a priority, an appropriate management in this area. In case of default with respect to this matter by either party, each entity will be independently and solely liable for its own eventual omissions and, under no circumstances could any fines or compensations arising from any breach, act or omission of the Client be circumvented or transferred to INGETEAM. If, in INGETEAM's reasonable opinion, the health, safety, or security of its personnel is imperiled by security risks, terrorist acts or threats, or unsafe working conditions, INGETEAM may, in addition to other rights or remedies available to it, evacuate some or all of its personnel from site, suspend performance of all or any part of the Contract, and/or remotely perform or supervise work if possible. Any such occurrence shall be considered as an event of Force Majeure.

#### **15) ENVIRONMENTAL REGULATION**

The Client is responsible for the collection and disposal of waste. For professional electrical and electronic equipment ("EEE"), affected by the European Directive 2002/96/EC of January 27, 2003, and the European Directive 2006/66/EC of September 6, 2006 as well as current regulations who develops them, the responsibility for the collection and processing of waste originating from these EEA has been transferred to the Client who accepts it. The Client agrees to assume responsibility, on the one hand, for collecting and disposing of waste originating from the EEA subject to sale and, on the other hand, for its processing and recycling. The breach by the Client of these obligations could lead to the application, among others, of the penal sanctions of each member state of the European Union that can be contemplated in their legal systems. The price doesn't include the cost for the equipment waste collection and disposal, in particular in relation to RPA waste for Battery. The Client remain in charge of the equipment waste collection and disposal in compliance with art.24, c.3, D.Lgs. n.49/2014 and is its duty to inform any other and/or further owner of the plant of this. It is also Client duty, as concern RPA products, to separate, storage, prepare it adequately for its pick-up in order to allow its re-use or recover or proper treatment, in accordance with law, and such costs under art.13, c.6 D.Lgs. n.188/2008 remain in charge to the Client.

The Client remain free to require this additional service to INGETEAM at the costs and modality as will be offered by INGETEAM at the moment of Client request and the Client shall officially appoint INGETEAM as responsible for the pick-up and management of the PA waste, through the consortium that INGETEAM subscribed.

#### **16) ASSIGNMENT AND SUBCONTRACTING**

INGETEAM may assign the Contract in whole or in part in favor of companies of its Group without the Client's consent, the mere communication of the aforementioned assignment being sufficient. INGETEAM may also assign to any third party the collection rights derived from the Contract without the need for communication or

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consent of the Client. INGETEAM may subcontract part of the works or supplies included in the scope of any Contract, maintaining in any case the responsibility for the total scope contracted.

## **17) CONFIDENTIALITY.**

Any information to which the parties have access as a result of the Contract, including the terms and conditions of the same, shall be considered as confidential information and business secret unless it belongs to the public domain, and shall not be disclosed to third parties nor used directly or indirectly for purposes other than those provided for in the Contract. This obligation bounds any employees of the parties, who shall only receive the information that is strictly required for the performance of their duties, with the Client ensuring at all times that confidentiality is maintained. The confidentiality obligation shall remain in force for at least two years following the full payment of the supply.

## **18) ANTICIPATORY BREACH.**

Any unexpected events such as cases of Force Majeure, changes in the economical or financial circumstances or in the scope of the mutual obligations of the parties that significantly affect the tasks to be performed, etc., will entitle INGETEAM to withdraw from the Contract totally or partially with a mere notification in writing and without any liability arising therefrom.

## **19) SEVERABILITY.**

The nullity or unenforceability of any provisions of these GTCS or the Contract will not affect the other provisions, which shall remain in full force and effect.

## **20) PERSONAL DATA PROTECTION.**

In compliance with what is set out in "GDPR UE Regulation 2016/679" concerning the protection of data of a personal nature, the Distributor is hereby informed and authorizes the inclusion of its personal data in the corresponding archive for which INGETEAM is responsible and which has as its aim the relationship and commercial, administrative, fiscal and marketing management, as well as communication with third parties and the commercialization of INGETEAM assets and services. The Distributor can exercise its rights of access, rectification, cancellation or opposition via written communication sent to INGETEAM (gdpr.italy@ingetteam.com) indicating as subject "PROTECTION OF PERSONAL DATA" and identifying himself in a correct manner. INGETEAM informs the parties that the personal data they have provided thereunder and any other personal data that they may provide in the future to INGETEAM within the framework of the contract execution (e.g. name and surname, Identity Document Number, domicile, email account, etc.) shall be processed by INGETEAM (whose identification and contact details are set forth herein) for the sole purpose of facilitating the appropriate management and execution of the contractual relationship established between the parties and on the legal basis thereof. The aforementioned personal data shall solely be disclosed to those entities and/or public bodies to which it is necessary to make such disclosure in compliance with the legal obligations that INGETEAM is required to observe. In this context, it is hereby stated that the provision of the said personal data by the signatories is necessary and comprises a contractual requirement, so that any failure to provide such data and/or to make such disclosure, would make it impossible to execute the contract. INGETEAM shall retain the personal data of the signatories for the time that is strictly necessary for the correct execution of the contract and, where necessary, for the additional retention time that the said entity must observe in order to comply with its legal obligations. In any case, the signatories are informed that they have the right to (i) request INGETEAM for access to their personal data, as well as the right to rectification, erasure, restriction of processing and to the portability of such data or to object to processing, where appropriate, through a written request addressed to INGETEAM at email address gdpr.italy@ingetteam.com; and (ii) to lodge a complaint with the Italian Data Protection Agency or any other competent Supervisory Authority, particularly when they have not obtained satisfaction in the exercise of their rights. Whenever, the execution of the contract signed by the parties requires, in view of the contents thereof, the processing of personal data on behalf of INGETEAM by the Distributor, the latter shall be obliged to comply with the provisions of the applicable data protection regulations, undertaking to enter into the corresponding contract with INGETEAM, with the contents and scope set out in article 27 of the GDPR properly identifying itself and including the reference "LD 196/2003".

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## 21) COMPLIANCE WITH EXPORT CONTROL REGULATIONS

In the event that the Client transfers to a third party anywhere in the world goods partially or totally supplied by INGETEAM, the Client must comply with all national and international regulations and regulations regarding (re) export control, especially with respect to the list of trade sanctions and restrictions. The Client knows that the products supplied by INGETEAM may be subject to local or international provisions and regulations regarding export control and cannot sell, rent or transfer the supplies or use them without the required authorizations to export or re-export the competent authorities. The Client is responsible for complying with such provisions and regulations. The products supplied may not be used directly or indirectly in connection with the design, production, use or storage of chemical, biological or nuclear weapons or for their transportation systems. Supplies may not be used for military or nuclear applications without Seller's prior written consent. The Client will indemnify and exonerate INGETEAM from all liability against any claim, process, action, fine, loss, cost and damages derived from, or in relation to, any breach of the export control rules and regulations by the Client and, likewise, will compensate INGETEAM for all losses and expenses that may occur as a result thereof, unless such non-compliance was not caused by the Client's fault. If, at any time INGETEAM discovers a concealment or deception about the identity of the client or the final destination of the transmission of the goods supplied by INGETEAM, the Contract may be unilaterally terminated by INGETEAM, without prejudice to the claim for damages or bringing legal actions that INGETEAM considers appropriate.

## 22) APPLICABLE LEGAL JURISDICTION AND RESOLUTION OF DISPUTES.

The Contract and its execution will be governed by Italian law to the exclusion of any other legal system or conflict of law rules. 1980 UN Convention on Contracts for the International Sale of Goods shall not apply. All disputes arising in connection with the interpretation and enforcement of the Contract or any other legal relationship with the Client which cannot be resolved amicably despite having exercised all reasonable efforts, shall be resolved by the sole competent Courts of Ravenna, Italy, to the exclusion of any other jurisdiction, including the own forum of the parties, which is expressly waived, without prejudice of INGETEAM's right to bring a claim against the Client in the latter's jurisdiction.

## 23) ETHICS AND COMPLIANCE CLAUSE.

The Client declares and guarantees that he will comply with all applicable legislation in relation to the activities contemplated in the order, including, without limitation, the laws and regulations related to taxation, foreign currency exchange control and customs requirements, as well as the laws or the anti-corruption, antitrust and money laundering regulations or any other criminal legislation applicable to INGETEAM or the Client. Likewise, the Client declares and guarantees that it adheres to INGETEAM's ethical principles on integrity in business relationships that are described in its Code of Conduct that are published on its website at <https://www.ingeteam.com/en-es/quienessomos/rsc.aspx> and/or those other guidelines that INGETEAM provides to the Client, and that will form part of the order. If, at any time during the period of validity of the order, the Client is aware that the statement and guarantee indicated in this clause is no longer true and correct, the Client must notify INGETEAM in writing and, if INGETEAM considers that the change of circumstances suppose a Just Cause to terminate the Contract, this may be unilaterally resolved by INGETEAM. The Client will immediately notify INGETEAM through its Whistleblower Channel, email: [conduct.corporacion@ingeteam.com](mailto:conduct.corporacion@ingeteam.com), in the event that a third party or any representative or employee of INGETEAM directly or indirectly requests the Client to violate a law, legislation or any ethical principle about integrity in business relationships. The Client agrees that INGETEAM may, at any time and for any reason, disclose the existence and terms of the order, including the Client's identity and remuneration under this Agreement, to any person that INGETEAM determines to have a legitimate need to know such information, including any Government, Government Agency, Regulatory Body or Court of Justice, of any jurisdiction applicable to INGETEAM or the Client.

## 24) D.Lgs. 8 giugno 2001, n. 231.

Ingeteam S.r.l. approved and formally adopted the Organizational, Management and Control Model ex D.Lgs. 8 giugno 2001, n. 231, whereas are listed the behavioral and control principles to which Ingeteam S.r.l. adhere and of which Ingeteam demand the strictest compliance from every person that – for whichever reason – collaborate

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with Ingeteam in the achievement of its goals. The Client declares that it knows the content of the D.Lgs. 231/2001 and that it has taken view of the General Part of the Organizational Model, published on the internet website of the latter. The Client agrees with the principles listed in the D.Lgs. 231/2001 and declares to avoid behaviors contrary to these principles and further declares to perform its obligations toward Ingeteam in compliance with the principles included in the D.Lgs. 231/2001. The violation of these principles is considered as breach of contractual obligations and therefore Ingeteam S.r.l. is entitled to terminate the contract with the Client, pursuant to and for the purposes of Article 1456 of the Italian Civil Code, without prejudice for the right of compensation for the damages possible sustained by Ingeteam S.r.l. caused by such breach of contract.

The Client declares that he approves specifically, with reference to article 1341 and 1342 of the Italian civil code, the following clauses of the present Conditions:

Article 4 PRICES AND METHOD OF PAYMENT; Article 5 TIME OF DELIVERY; Article 6 TERMS OF DELIVERY; Article 8 ORDER CANCELLATION; Article 10 WARRANTY; Article 11 LIMITATION OF LIABILITY; Article 12 RESERVATION OF TITLE; Article 16 ASSIGNMENT AND SUBCONTRACTING; Article 17 CONFIDENTIALITY; Article 20 PERSONAL DATA PROTECTION; Article 22 APPLICABLE LAW AND RESOLUTION OF DISPUTES.

The Client signature

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