

Registered and Legal Office:

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1. SUBJECT AND SCOPE OF APPLICATION

- 1.1 These terms and conditions ("General Conditions of Purchase" or "General Conditions") apply to any purchase order ("Order") of products ("Products") and/or services ("Services") by CMIT Europe Srl who issues the Order ("Purchaser"), in the event that no contract or other written agreement of the same nature concerning the object of the Order has been signed by the parties, and is to be considered as accepted by the supplier ("Supplier") that accepts or fulfils this Order. These General Conditions may be modified by specific conditions ("Special Conditions") expressly mentioned in an Order. Unless the General Conditions have been explicitly modified by the Special Conditions, the General Conditions exclude the application of any other condition contained in the supplier offer of the Supplier, in the acceptance of the Order or in another document. No document issued by the Supplier after receipt of the Purchaser's Order and which can be interpreted as a counter-offer, is to be considered binding by the Purchaser.
- 1.2 The Orders, the Contracts (as defined below) and the supply of Services and/or Products by the Supplier are governed (except as otherwise and expressly provided for in the Special Conditions), in this order of priority, by the following documents: (i) Special Conditions; (ii) General Conditions; (iii) any document expressly included in the Special Conditions, as, but not limited to, any specific instruction (technical documentation, quality assurance, safety) (together the "Conditions"); (iv) Supplier's commercial offer, to the extent that it has been accepted in writing by the Purchaser and is not in conflict with the Conditions.
- 1.3 It is assumed that the Supplier has read and understood all the Conditions and is responsible for its own assessment of the uncertainties and risks as well as any potential difficulties that may be encountered in providing the Services or delivering the Products. The Supplier also undertakes to request and verify all the documents or technical information necessary for the fulfilment of the obligations under his responsibility as per a given Order.
- 1.4 An Order represents an offer by the Purchaser for the purchase of Services and/or Products from the Supplier in accordance with these General Conditions. The Order is to be considered accepted (i) at the time of its written acceptance by the Supplier or, if earlier, (ii) when the Supplier carries out any act that reasonably presumes the evasion of the Order. Once the Order is to be considered accepted, the contract ("Contract") is finalized.
- 1.5 The Purchaser declines all responsibility for the Services provided or the Products delivered by the Supplier, in the event that such Services or Products have not been provided in accordance to a duly approved Order, on behalf of the Purchaser, by a duly authorized employee thereof.
- 1.6 The Supplier is obliged to ensure that the Purchaser's Order number and relevant cost centre is reported in every letter, invoice, delivery note or other written communication concerning each Order. The

Purchaser is under no obligation to process any invoice or to respond to any communication that does not indicate an Order number.

- 1.7 No modification of an Order by the Supplier shall be binding for the Purchaser without the prior written approval of the latter.

2. SUPPLIER CAPACITY AND OBLIGATIONS

- 2.1 The Supplier declares and guarantees to possess (i) the means, the resources and the technical skills to ensure the best available quality of the Services and the Products, (ii) the financial capacity and the human resources necessary to execute the Contract without the risk of interruptions or delays and (iii) all permits, authorizations, rights and approvals necessary, if any, for the provision of the Services and/or the supply of the Products.
- 2.2 For the duration of the Contract, the Supplier shall maintain in force an insurance policy against all risks that may arise during the execution of the Contract. Upon request of the Purchaser, the Supplier shall exhibit to the Purchaser a proof of payment and the validity of such insurance policy.
- 2.3 The Supplier declares and guarantees that it shall supply the Services and/or the Products with an obligation of result and in compliance with the terms of the Contract, including, but not limited to, the conditions and specifications of the Order, in particular, the quantity and quality of the Products, the performances and the delivery times/dates indicated in the Order.
- 2.4 The Supplier declares and guarantees that the Services and/or Products supplied to the Purchaser are suitable for the purpose and use for which they are intended and comply with any applicable law or regulation.
- 2.5 The Supplier shall indemnify the Purchaser completely from any cost, expense, damage or loss, including all interest, penalties, fees, legal fees and other professional expenses to which have been convicted or borne or paid the Purchaser thereafter or in connection with any act, omission, inadequacy, negligence, default or error attributable to the Supplier, its personnel, its subcontractors or the personnel of the subcontractors in the performance of a Contract.
- 2.6 The Supplier must not subcontract any or part of the obligations placed on him by an Order or Contract without the prior written approval of the Purchaser. The preliminary written approval of the Purchaser must be obtained for each subcontractor as well as for the payment terms of each subcontractor. Notwithstanding the appointment of an authorized subcontractor, the Supplier remains fully responsible for the provision of the Services and/or Products and such approval does not reduce or otherwise affect the Supplier's obligations under a given Contract.
- 2.7 The Supplier is the solely responsible for the supervision and management of its authorized agents, delegates, employees and subcontractors. The Supplier's authorized agents, employees and subcontractors remain under the control, authority and exclusive management of the Supplier.
- 2.8 The Supplier must ensure that its personnel and personnel of any authorized subcontractor comply with all applicable health, environmental and safety policies, regulations and laws within the premises of the Purchaser and any other premises accessed or that is used under a given Contract. In no case may the Purchaser be held responsible for any incident resulting from failure to comply with these policies, regulations and/or laws.

- 2.9 During the entire execution of a Contract, the Supplier must fulfil all the obligations pursuant to the Italian Legislative Decree no. 196/03 regarding the privacy policy and to the European General Data Protection Regulation (EU) no. 679/2016 and subsequent amendments and additions.
- 2.10 The Supplier is required to comply with the principles established by the Italian Legislative Decree 231/2001 regarding the administrative responsibility of corporate bodies included in the OECD (Organization for Economic Cooperation and Development) Convention on the fight against corruption of foreign public officials in international economic transactions, of Italian Law 190/2012 and, if applicable, by US Law on practices of corruption abroad ("US Foreign Corrupt Practices Act") during the entire execution of a Contract.
- 2.11 The Supplier declares to have read and to comply with the provisions of the Organizational Model and the Ethical code of CMIT Europe Srl, which is available upon explicit request.

3. PERFORMANCE

- 3.1 The Supplier guarantees that the Products and/or Services have all the quality requirements specified in the Order or otherwise communicated to the Supplier by the Purchaser. With reasonable notice, the Purchaser may at his discretion inspect the premises of the Supplier to verify the compliance with the Conditions, provided that such inspection does not exclude or limit in any way the liability of the Supplier.
- 3.2 The Supplier shall provide the Services and any related item and/or deliver the Products within the dates and terms set forth in a specific Order or otherwise agreed in writing by the Purchaser. The Supplier shall promptly inform the Purchaser of any event that may adversely affect the dates and time required for the provision of the Services and/or delivery of the Products.
- 3.3 Except as otherwise specified in the Special Conditions, the Supplier shall deliver the Products and lend the Services and any related item to the agreed place in writing between the parties and will bear all risks and delivery costs, including, but not limited to, all costs of customs clearance, provided that, unless otherwise agreed in writing by the Purchaser, the Purchaser shall not accept any margin of tolerance with respect to the quantities of Products ordered. The right of ownership of the Products shall pass to the Purchaser at the time of delivery.
- 3.4 In the event that the Services and/or Products do not comply with the specifications of an Order or are in any way defective, the Purchaser may refuse to accept the Services and/or Products in question or may accept them with any reservation or price reduction formulated by the Purchaser himself. If the Purchaser refuses to accept the defective or non-conforming Products and/or Services, the Supplier shall, at the Purchaser's choice, provide again, or repair or replace as soon as possible the Services and/or Products in question at no cost to the Purchaser, reimbursing expenses improperly incurred and without prejudice to any other rights.
- 3.5 The Supplier declares and guarantees that the Services and Products shall comply with all the specifications contained in a specific Order or otherwise communicated to the Supplier by the Purchaser, shall be free from defects in materials and workmanship and shall be usable under normal conditions of use.
- 3.6 Neither party may be held in default or liable to the other party for the non-fulfilment or late fulfilment of any of its contractual

obligations, in the event that such non-performance or late performance is due to an event that can be classified as a fortuitous event or force majeure according to the interpretation of the Italian judicial authorities. In these cases, the time limit for the execution will be extended by a reasonable period of time that considers the effects of the cause of default or late fulfilment or the Contract may be terminated if this cause persists for more than two months. It is agreed, however, that the defaulter party must (i) promptly inform the other party of the occurrence of such event and of the manner in which such event prevents the fulfilment of the obligations and (ii) make commercial efforts to resume execution as soon as reasonably possible.

4. PRICE – INVOICE – PAYMENT

- 4.1 The price agreed upon an Order confirmation ("Price") excludes any value added tax due ("VAT") and, unless otherwise agreed in writing by the parties, cannot be changed. Except as otherwise provided by law, VAT shall be added in accordance with the applicable laws and regulations in force. The Price includes all services requested to the Supplier for the execution of a Contract and all expenses, charges, disbursements and taxes with the exception of VAT. The Purchaser reserves the right to ask the Supplier for a guarantee and/or partially refuse payment in order to guarantee the fulfilment of an Order.
- 4.2 Except as otherwise agreed in the Special Conditions, the Price shall be invoiced after the complete fulfilment of an Order to satisfaction of the Purchaser. In the event that the payment is linked to a particular phase of the Order, the balance of the related invoice shall be subject to the completion of this phase, in compliance with the conditions agreed by the Purchaser for such invoicing. Without the prior written approval of the Purchaser, no price surcharge can be invoiced. The address and billing currency must be indicated in each Order. In the event of non-fulfilment of all or part of an Order, and without prejudice to any other right of the Purchaser envisaged by a given Order, the Price shall be paid to the Supplier in proportion to the Services provided or the Products supplied in accordance with the conditions of Order. Alternatively, the Purchaser may, if appropriate, request that any part of the Price already paid to the Supplier may be reimbursed immediately.
- 4.3 All correct and non-controversial invoices must be paid within sixty (60) days end of the month invoice date. Late payment delays not justified by the Purchaser shall be processed in accordance with the Italian Legislative Decree no. 231/02 on late payment. Without limiting any other right or remedy available, the Purchaser may offset any sum owed to the Supplier with those due to the same.
- 4.4 The invoices must be sent exclusively electronically to the following certified e-mail address: invoice@pec.cmit-europe.eu. Other forms of transmission of invoices shall not be considered.

5. CONFIDENTIALITY

- 5.1 The Supplier shall treat with the utmost confidentiality any confidential information of the Purchaser (in whatever way it is recorded, stored or communicated) of an economic, technical or commercial nature, concerning, inter alia, the Purchaser, his activities or the subject of an Order and/or Contract ("Confidential Information").

- 5.2 The Supplier must not use such Confidential Information for purposes other than fulfilling the obligations under a specific Order or Contract.
- 5.3 The Supplier may disclose such Confidential Information to its authorized employees, officers or subcontractors only to the extent that this is necessary for the execution of an Order or Contract and must ensure that its authorized employees, officers or subcontractors to which the Confidential Information is communicated, are subject to confidentiality and non-use obligations no less burdensome than those contained in the Conditions and that they shall use the Confidential Information for the sole purpose of fulfilling their obligations in accordance with a specific Order or Contract.
- 5.4 The Confidential Information does not include the information which, as evidenced by the Supplier through written documents, at the time of their communication: (i) was already in the public domain or had been obtained legally from other sources that were not required to the Purchaser to observe confidentiality or (ii) was already legally in the possession of the Supplier.
- 5.5 Except as otherwise provided by any judicial or regulatory authority, the Supplier may not proceed with any public disclosure of the Confidential Information without the prior approval of the Purchaser.
- 5.6 The provisions of this article 5 shall remain in force for a period of five (5) years from the termination of the relevant Contract, regardless of the date or cause of such termination.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 All materials, equipment, tools, drawings, specifications and data supplied to the Supplier by the Purchaser ("Pre-existing Material") and all rights to the Pre-existing Material are and remain of the exclusive property of the Purchaser and must be returned upon request of the Purchaser or upon completion or dissolution of a given Contract.
- 6.2 Unless prior written consent is given by the Purchaser, the Supplier agrees not to use in any way the Purchaser's Confidential Information and the name or logo of the Purchaser or CHINA MERCHANTS Group as a commercial reference and in any publication.
- 6.3 Without prejudice to the law on copyright, from the moment of their creation, the Supplier sells to the Purchaser, for Italy and all other Countries, ensuring full ownership and the absence of third party rights, any Intellectual Property Right, as defined herein, on any document, item, Product or material that is to be provided by the Supplier or its authorized employees, officers or subcontractors in relation to the Services in any form, including, but not limited to, data, reports and specifications. The cost of the transfer of the aforementioned rights is included in the price.
- 6.4 Consequently, the Purchaser can, without any additional cost besides the Price, use, reproduce or adapt freely all the documents, elements, Products and materials relating to the Order and the Supplier cannot under any circumstances use these documents, elements, Products and materials without the prior written approval of the Purchaser. It is understood that this transfer includes all fields (including Internet) and remains in force for the entire duration of the protection of Intellectual Property Rights provided for by the relevant legislation.
- 6.5 In this article, Intellectual Property Rights means patents, rights on inventions, utility models, copyrights, trademarks, service marks,

commercial, corporate and domain names, design rights, software rights, database rights, topographic rights, rights to confidential information (including know-how and industrial secrets) and any other intellectual property right, whether deposited or not, including all claims relating to such rights, renewals or extensions of such rights and all similar or equivalent rights or forms of protection worldwide.

- 6.6 The Supplier warrants to have a full, free and unrestricted right to property on all Products and elements supplied to the Purchaser and that, on the date of delivery of these Products and elements to the Purchaser, shall have the full and unlimited right to transfer them to the Purchaser.
- 6.7 If the materials or documents provided as part of the Services and/or Products are owned by the Supplier or by third parties who have granted them the right of use and/or dissemination, the Supplier grants as of now to the Purchaser a non-exclusive, irrevocable and perpetual license (or sublicense) for the use of such methods or documents in relation to the Services and/or Products.
- 6.8 In the event of termination of an Order or Contract, regardless of the reason for such termination, the Supplier undertakes to deliver to the Purchaser, within ten (10) calendar days from the date of termination of the Order or Contract, all elements and documents produced within the scope of this Order or Contract, without the Purchaser having to make any request to do so.

7. RESOLUTION - SUSPENSION - CANCELLATION

- 7.1 Except as otherwise provided in any Special Condition, the Purchaser may: (i) cancel all or part of an Order or Contract prior to commencing execution by the Supplier or (ii) request the Supplier to suspend the execution of an Order or Contract, without the Supplier having the right to claim any compensation or compensation of any kind.
- 7.2 Without prejudice to any other right or remedy, a party may immediately terminate a Contract without liability to the other party by giving prior notice to the latter (i) in the event that the other party fails to fulfil any condition of these General Conditions and (if such non-compliance is remediable) do not remedy this breach within ten (10) working days from the written notification of the non-compliance; (ii) in the event of the insolvency of the other party, of assignment for the benefit of creditors or of the initiation of a bankruptcy proceeding by the other party or against it; (iii) in case of an event qualified as a fortuitous event or force majeure lasts more than two (2) months; (iv) in the event that the other party suspends or ceases or is about to suspend or cease all or a substantial part of its business.
- 7.3 The application of Article 7.2 does not affect the right of the parties to claim any damage that they may have the right to request.
- 7.4 The early termination of a Contract, for any reason, by the Purchaser or Supplier has no effect on any other Order transmitted by the Purchaser to the Supplier and on any other Contract in force.

8. APPLICABLE LAW

8.1 The General Conditions, the Contract and the Order are governed by the Italian Law and the Court of Ravenna has exclusive jurisdiction over any dispute.

9. GENERAL PROVISIONS

9.1 The total or partial nullity or inapplicability of any provision of this deed does not in any way affect the validity or applicability of such provision for any other purpose, nor does it affect the remaining provisions of this Act.

9.2 No Order or Contract and/or part of it may be assigned in whole or in part by the Supplier without the prior written approval of the Purchaser. In the event that the Supplier assigns an Order or Contract and/or any part of it without the Purchaser's consent, the Supplier remains personally liable to the Purchaser and third parties. The Purchaser may assign an Order or Contract or any part of it to any physical person, or company.

Date_____

Supplier Signature_____

Pursuant to and by effect of art. 1341 and 1342 of the Italian Civil Code, the Supplier declares to expressly approve the clauses contained in the aforementioned General Conditions referred to in the following articles: 2 (Supplier Capacity and Obligations), 3 (Performance), 7 (Resolution - Suspension - Cancellation) and 8 (Applicable Law).

Date_____

Supplier Signature_____

Contact_____