GENERAL TERMS AND CONDITIONS

Article 1. Definitions

1.1. In these General Terms and Conditions (the "**Terms and Conditions**"), in addition to the terms and expressions that are defined throughout the body of these Terms and Conditions, the following terms shall have the following meanings:

(a) "**Affiliate**": means with respect to Seller or Buyer, any entity which indirectly or directly through stock ownership or through other arrangements either controls, or is controlled by or is under common control with, Seller or Buyer (as the case may be);

(b) "**Agreement**": means jointly the Proposal, the Purchase Order, the Order Confirmation and the Terms and Conditions and any annexes attached thereto;

(c) "**Buyer**": means the Party who requests the Services and shall also include, if any, its agents and/or intermediaries;

(d) "**Business Days**": means those days on which commercial banks are on usual business in Seller's country residence;

(e) "**Confidential Information**" means all data and information of a technical, confidential or proprietary nature received by a Party (the "**Receiving Party**") from the other Party (the "**Disclosing Party**"), as the case may be, including any information relating to, without limitation, manufacturing processes, know how, trade secrets, customers and markets, corporate structure and organization and other technical data, contracts, marketing material, business strategies, pricing strategies, products plans, services, developments, software, processes, engineering, samples and proprietary information that is non-public, confidential, or proprietary in nature, together with any analyses, compilations, forecasts, studies or other documents prepared by the Receiving Party that incorporates such information, and includes information received through oral, written, electronic, or other communication and information acquired by observation during visits to the Disclosing Party's facilities. All files, lists, records, documents, charts, drawings, specifications and computer programs which incorporate Confidential Information shall remain the property of the Disclosing Party. For the avoidance of any doubt, information of a technical, confidential or proprietary nature received by a Party hereto or its Representatives from any of the other Parties hereto or their Representatives prior to the execution of the Agreement for the pursuit of the subject matter hereof shall be considered Confidential Information;

(f) "**Deliverables**": means any item to be provided and/or tasks to be completed as a result of the Services performed including, without limitation, reports, protocols, data, activity, results, samples, components, as better specified under the applicable Purchase Order;

(g) "**Force Majeure**": means any event or occurrence or act beyond either Parties' reasonable control including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, acts of God, epidemics or pandemics, unforeseeable supply-chain interruption, unforeseeable governmental restrictions, loss or malfunctions of utilities, communications, or computer (software and hardware) services;

(h) "**Intellectual Property**": means any ideas, concepts, discoveries, inventions, developments, proprietary information, know-how, trade secrets, techniques, methodologies, modifications, innovations, improvements, writings, documentation, electronic codes, data and rights (whether or not protectable under a national or international patent, trademark, copyright, trade secret, or similar laws) or the like, whether or not written or otherwise fixed in any form or medium, regardless of the media on which contained and whether or not patentable or copyrightable;

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(i) "**Party**": means severally Buyer or Seller, as the case may be;

(j) "**Parties**": means jointly Buyer and Seller;

(k) "**Proposal**": means the document issued by Seller to the Buyer containing a supply proposal of its Services, even technical and/or commercial, in response to any Buyer's request for information or request for proposal;

(l) "**Purchase Order**": means the document placed by Buyer to Seller containing the Services' request;

(m) "**Seller**": means Stevanato and/or Nuova Ompi and/or OOA, as the case may be;

(n) **Services**": means testing, laboratory, and consultancy services, as better described in the Proposal.

Article 2. Scope

2.1. The Terms and Conditions shall constitute an integral and essential part of the Proposal and Order Confirmation of **Stevanato Group S.p.A.** an Italian company with registered office at Via Molinella 17, 35017 Piombino Dese (Padova, Italy) ("**Stevanato**") or **Nuova Ompi S.r.l. unipersonale**, an Italian company with registered office at Via Molinella 17, 35017 Piombino Dese (Padova, Italy) ("**Nuova Ompi**") or **Ompi of America, Inc.**, a USA company with registered office at 9701 Giovanni Stevanato Drive, Fishers, IN 46038 (USA) ("**OOA**") to any Buyer and to any Purchase Order made by Buyer and accepted by Seller for the supply and performance of Services. Any terms and conditions contained on or attached to Buyer's documents shall be void and inapplicable to the Agreement. For the sake of completeness, unless it is otherwise agreed by the Parties in writing, it is mutually acknowledged that the issuance of a Purchase Order implies that Buyer has accepted these Terms and Conditions.

2.2. The Seller agrees to supply to the Buyer, and the Buyer accepts to receive from the Seller, the Services indicated in the Proposal.

Article 3. Proposal and Purchase Order

3.1. Each Proposal provided for by Seller to Buyer shall be deemed valid for 30 (thirty) calendar days from its submission.

3.2. All Purchase Orders issued by Buyer shall be legally binding offers, and no Purchase Order shall be deemed accepted until specifically accepted in writing by Seller (the "**Order Confirmation**").

3.3. Unless specifically agreed in writing to the contrary, once the Buyer's Purchase Order has been accepted in writing by the Seller, it cannot be cancelled for any reason and Buyer shall be responsible for the payment of 100% of the price.

Article 4. Changes' request

4.1. Timing and pricing presented in the Proposal assumes absence of change requests. Buyer shall be entitled to demand to Seller changes to the Services agreed upon under a confirmed Purchase Order. Prior to any such change, Seller shall provide Buyer a response in writing to this change request promptly and in any event within

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15 (fifteen) Business Days, indicating the impact of the required changes on the timelines and fees. If Buyer accepts the quotation associated with a change request, Buyer shall be responsible for any additional fee for the change and the change shall become an integral part of the Agreement and the overall schedule shall be supplemented accordingly. It is understood that no changes to the Services may be implemented unless they have been agreed upon in writing by both Parties pursuant to this Article 4.

Article 5. Delivery and risk of loss

5.1. Unless specifically agreed in writing to the contrary, the Deliverables will be delivered EX-WORKS site of Seller Incoterms® 2020 indicated in the Order Confirmation within +/- 7 calendar days of the delivery date indicated in the relevant Order Confirmation.

5.2. The title to and all risk of loss for the Deliverables shall pass to the Buyer on such date and at such time as the Deliverables are delivered to the Buyer EX-WORKS site of Seller Incoterms® 2020 indicated in the Order Confirmation, unless another term of delivery is indicated in the Order Confirmation.

5.3. It is agreed that in the event of failure by the Buyer to provide the Seller with information, documentation and materials necessary for the performance of Services according to the Agreement, all related expenses incurred by the Seller shall be charged to the Buyer and, furthermore, Seller shall not be responsible for any delay caused by the foregoing actions or omissions of Buyer.

Article 6. Acceptance of Services.

6.1. Upon completion of Services, Seller shall deliver to Buyer the Deliverables in accordance with the relevant timeframe. Following receipt of Deliverables, Buyer shall, within 15 (fifteen) calendar days from the receipt, review and test the Deliverables to verify their compliance with the applicable requirements agreed and notify Seller that it:

(a) approves the Deliverables; or

(b) rejects the Deliverables as failing in any material respect to meet any or all of the representations and warranties of Seller contained in the Agreement, duly motivating in writing the foregoing.

6.2. The Parties agree that Deliverables shall be considered approved in the following cases (the "**Acceptance of the Services**"):

(a) Buyer expressly approves the Deliverables as set forth under Article 6.1(a) above; or

(b) Buyer fails to notify Seller of any rejection according to what provided for under Article 6.1(b) or fails to reasonably motivate in writing the cause of such rejection, within the evaluation period of 15 (fifteen) calendar days at Article 6.1 or does not provide an acceptable basis for rejection.

6.3. If the Deliverables are found to be non-conforming under Article 6.1(b) above, Seller shall re-perform such Services as soon as reasonably practical and within a mutually agreed upon period – and either modify the Deliverables or generate/create new Deliverables – so that they conform to the applicable representations and warranties herein, and resubmit to the Buyer.

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6.4. If Seller determines that re-performance is not reasonably practicable, then Seller may choose to credit Buyer the amount paid for the non-conforming Services, being understood that Seller shall not be required to restore: (i) the amounts related to such Services already accepted by Buyer (as per the mechanism mentioned in Article 6.1) and (ii) such amounts corresponding to out of pocket expenses no more refundable. This Article 6.4 sets forth Seller's sole liability and responsibility, and Buyer's sole remedy to Seller (including its Representatives, Affiliates or Third Parties) in connection with the Agreement. In no event shall Seller be responsible for any other liabilities, losses or damages of any kind in connection with the Services provided hereunder or otherwise in connection with the Agreement.

Article 7. Price and Payment Terms

7.1. Unless otherwise agreed in writing, the price indicated in the Proposal shall be deemed fix and not subject to adjustment by Buyer without written approval of Seller (the "**Price**").

7.2. For the avoidance of doubt, following the Acceptance of the Services, the Seller shall be entitled to issue the relevant invoices to the Buyer.

7.3. Unless otherwise agreed upon the Parties in writing, Buyer shall pay the Price for the Services and Deliverables within 30 (thirty) calendar days from the date of the relevant invoice. All payments by Buyer shall be in cleared funds and in Euro, unless otherwise specified by Seller, and shall be made by Buyer to Seller by electronic funds transfer to such financial institution and account number as Seller may designate in writing from time to time.

7.4. Notwithstanding the foregoing, the Buyer shall reimburse the Seller for any reasonable and necessary out of pocket expenses incurred in performing the Services, provided that such expenses have been approved by the Buyer. The Parties agree that any individual out of pocket expense within the threshold of USD/EUR 500.00 (five hundred/00), shall be deemed approved in advance by the Buyer. The Seller shall provide due evidence of the relevant expenses.

7.5. In case of late payment, default interest will automatically accrue on the outstanding amounts due to Seller from the date when such amounts will be due to the date of the actual payment at the highest rate available under the applicable law, without being Seller required to notice the Buyer about its breach of the payment terms, and being moreover understood that Buyer shall reimburse to Seller any and all costs and expenses incurred to collect past due amounts.

7.6. Notwithstanding the foregoing, in the event of late payment even of a single invoice, the Seller shall be entitled to suspend the performance of any of its obligations hereto until the payment breach has been fully remedied by Buyer, without prejudice to any other claims or remedies as per the applicable law.

7.7. The Buyer shall have no right to and shall not at any time withhold or credit or setoff or otherwise deduct from its payment obligations to the Seller any asserted claims or damages or other amounts.

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Article 8. Representations and Warranties

8.1. Seller represents and warrants that: (a) has all the rights required to perform the Services and comply with any other of the obligations under the Agreement; (b) the Services will be performed in a professional and workman-like manner in accordance with applicable recognized professional and industry standards.

8.2. SELLER EXPRESSLY DISCLAIMS ANY FURTHER WARRANTIES, EVEN IMPLIED BY LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT BUYER MAY WARRANT THE DELIVERABLES TO ANY PERSON BEYOND THE SCOPE OF SELLER'S WARRANTY, SUCH ADDITIONAL WARRANTIES SHALL BE THE RESPONSIBILITY SOLELY OF THE BUYER.

8.3. UNDER NO CIRCUMSTANCES SHALL SELLER OR ITS RELATED PERSONS BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES OR LOST OF PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS OF THE BUYER OR ITS CUSTOMERS INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR LOSS OF GOODWILL, PROFITS, USE OF MONEY OR USE OF PRODUCTS, ARISING OUT OF BREACH OR FAILURE OF WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE.

8.4. The Buyer shall indemnify Seller and shall defend and hold Seller and its Affiliates and divisions, and their respective officers, directors, shareholders, employees and agents harmless from and against any and all claims, suits, judgments, costs, liabilities, damages or losses, including reasonable attorneys' fees, in any manner arising out of the use of the Deliverables supplied hereunder.

Article 9. Force Majeure

9.1. The Seller shall be excused from a delay in performing, or a failure to perform, its obligations under the Agreement to the extent such delay or failure is caused by the occurrence of any Force Majeure contingency, both in case the Force Majeure event directly affects Seller or it affects a Third Party whose performance is necessary for Seller to comply with the Agreement. In such event, the performance times shall be extended for a period of time equivalent to the time lost because of the excusable delay; provided that Seller shall promptly notify the Buyer as soon as possible in writing and regularly update the Buyer as to the anticipated scope and duration of the delay and shall use its commercially reasonable efforts to resume performance as soon as possible.

Article 10. Subcontract

10.1. Seller shall be entitled to delegate or subcontract the performance of any Services to be provided for under the Agreement to any third party which has subscribed an agreement with Seller (the "**Third Party**"). Seller hereby assumes responsibility for the work provided by the Third Party and shall ensure that the Services provided by such Third Party comply in all respects with the Agreement.

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Article 11. Term and Termination

11.1. Unless terminated earlier in accordance with this Article 11, the Agreement shall remain in force until the completion of the Services (the "**Term**").

11.2. Either Party may terminate the Agreement for material breach by giving written notice to the other Party and specifying the nature of the breach. If the other Party has not cured the breach within thirty (30) calendar days of receipt of the notice of breach (or such longer period if such breach cannot reasonably be remedied within such 30 day-period), then the non-breaching Party shall have the right to terminate the Agreement by notifying it to the other. For the sake of clarity, any breach caused by events of Force Majeure shall not be attributable to the defaulting-Party and such Article 11.2 shall not apply.

11.3. Without prejudice to the general rules of the governing law concerning termination, the Seller shall have the right to terminate immediately the Agreement by written communication to be sent with registered letter to the Buyer if:

(a) the majority of shares of the Buyer is transferred to a third party;

(b) the Buyer, directly or indirectly through any of its Affiliates, acquires the majority of shares of a company or a group of companies having a business activity competing with the activity, products and services of the Seller and/or its Affiliates;

(c) the Buyer discloses any Confidential Information in breach of Article 13;

(d) the Buyer does not comply with the Code of Ethics in breach of Article 15.2.

(e) the Buyer makes an assignment for the benefit of creditors;

(f) the Buyer is involved in proceedings in bankruptcy or reorganization or for an appointment of a receiver or trustee for its properties instituted by or against it in any court having jurisdiction thereof, and such proceedings be not vacated, set aside or stayed within ninety (90) days thereof, or if Buyer attempts to enter into a general compromise of its liabilities;

(g) the Buyer is engaged in any transaction or dealing relating to the Services provided by the Seller with persons or entities included in OFAC's lists in breach of Article 15.4.

11.4. In the event of termination of the Agreement, the Buyer shall be responsible for payment in full for the Services rendered up to the date of termination and shall reimburse the Seller for the expenses which have been reasonably incurred by the Seller.

Article 12. Intellectual Property

12.1. Any and all Intellectual Property owned by or licensed to a Party prior to the Effective Date or which are created, conceived or otherwise acquired by a Party, its Affiliates or subcontractors thereafter during the Term but outside the scope of the Agreement shall remain the property and/or under the control of such Party ("**Background Intellectual Property**").

12.2. Where the use of the Background Intellectual Property of the Buyer is required for the Seller to fulfil its obligations hereunder or to make use of the Services or Deliverables the Buyer hereby grants to the Seller a non-

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exclusive, non-transferable right of use, free of charge, of such Background Intellectual Property with the right to sublicense under the same terms to its Affiliates or subcontractors.

12.3. The Parties acknowledge and agree that: (i) any information or Intellectual Property that constitutes an improvement or modification of the nature/composition of the active pharmaceutical ingredients of drug products/drug solutions that are developed in connection with the performance of Services shall be treated as sole property of Buyer; (ii) any other information or Intellectual Property other than expressly included under point (i) of this Article 12.3 shall be treated as sole property and Confidential Information of Seller.

Article 13. Confidentiality

13.1. During the Term of the Agreement the Disclosing Party may disclose or make available certain of its Confidential Information to the Receiving Party; in this regard, the Receiving Party agrees to use any Confidential Information received by it hereunder solely for the subject matters of the Agreement. The Receiving Party further agrees that it shall: (i) maintain the Disclosing Party's Confidential Information in strict confidence exercising at least the same degree of care to prevent unauthorized disclosure as it does for its own confidential information but in any case, not less than a reasonable degree of care; and (ii) not disclose to any third parties any of the Disclosing Party's Confidential Information, provided, however, that any Confidential Information may be disclosed to those of its Representatives who need to know that Confidential Information, it being understood that such Representatives shall be informed by the Receiving Party of the confidential nature of such information and shall be directed by the Receiving Party to treat such information confidentially and that the Receiving Party shall be responsible for any breach of the Agreement by its Representatives. For the purposes hereof, "**Representatives**" (i) when applied to Buyer, means the directors, officers, employees, agents, accountants, consultants and advisors of such Party and Affiliates, (ii) when applied to Seller, means such personnel, as integrated and modified from time to time, who (a) is subject to an obligation of confidentiality protecting the Confidential Information on terms no less restrictive than those contained in the Agreement; and (b) has a need to know the Confidential Information in connection with the subject matter hereof.

13.2. For the purposes of the Agreement, the Seller agrees and acknowledges that: (1) its Representatives who will need access to the Confidential Information of Buyer will be kept to the minimum necessary for the pursuit of the subject matter hereof and (2) it shall adopt appropriate reasonable technical measures in order to segregate the Confidential Information so that only its Representatives who have a need to know the Confidential Information, will access them.

13.3. The Buyer represents and warrants that it is duly entitled to exchange with the Seller any third-party material (including but not limited to samples) disclosed to the Seller for the subject matter of the Agreement, and shall indemnify and hold Seller harmless from any and all third-party claims relating to the breach of confidentiality or secrecy of such third-party material.

13.4. Without limiting the foregoing, Confidential Information shall also include the Agreement, as a consequence of that, without the Disclosing Party's prior written consent, the Receiving Party shall not disclose to any person either the fact that the Agreement has been agreed concerning any of the terms, conditions or other facts with respect thereto.

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13.5. The limitations on the use set forth above in this Article 13 shall not apply to any information that:

(a) is now public knowledge or that hereafter becomes public knowledge through no breach of the Agreement by the Receiving Party; or,

(b) is properly provided to the Receiving Party without restriction by a third-party who has not obtained such information under any confidentiality obligation to the Disclosing Party or the Disclosing Party's Affiliates or disclosed such information in breach of an obligation to the Disclosing Party; or

(c) the Receiving Party can show, through competent proof, was already in its possession on a non-confidential basis at the time of receipt from the Disclosing Party hereunder; or

(d) the Receiving Party can show, through competent proof, was independently developed by the Receiving Party or Receiving Party's Affiliates in the course of work by employees, consultants or agents of it or of its Affiliates without the aid, use or application of any Confidential Information that the Disclosing Party had provided to the Receiving Party hereunder.

13.6. Notwithstanding the foregoing, in the event that the Receiving Party is required, by any law or regulatory authority of competent jurisdiction, to disclose any of the Disclosing Party's Confidential Information, the Receiving Party may make such disclosure, subject to the following conditions:

(a) to the extent practicable, prior to making any such disclosure, the Receiving Party shall provide the Disclosing Party with (i) written notice of the proposed disclosure in order to provide the Disclosing Party with sufficient opportunity to seek a protective order or other similar order preventing or limiting the proposed disclosure, and (ii) reasonable assistance in seeking such protective order or other similar order, and

(b) the Receiving Party shall disclose such Confidential Information only to the extent required by the protective order or other similar order, if such order is obtained, and, if no order is obtained, the Receiving Party shall disclose only the minimum amount of such Confidential Information required to be disclosed in order to comply with the applicable law or action of such regulatory authority after consultation with counsel.

13.7. At any time upon the request of the Disclosing Party, or upon the expiration or earlier termination of the Agreement, whichever occurs first, the Receiving Party shall promptly return Confidential Information of the Disclosing Party or, at the sole option of the Disclosing Party, shall destroy all copies thereof in accordance with this Article 13, together with all notes, drawings, abstracts and other information relating to the Disclosing Party's Confidential Information prepared by the Receiving Party or any of its Affiliates, regardless of the medium in which such information is stored. At the Disclosing Party's written request, the Confidential Information shall be destroyed by the Receiving Party and such destruction shall be certified in writing by an authorized officer of the Receiving Party. The return or destruction of any Confidential Information as provided above shall not relieve the Receiving Party of any of its confidentiality obligations herein.

13.8. The Parties acknowledge and agree that the provisions of this Article 13 are reasonable and necessary to protect Disclosing Party's interests in its Confidential Information, that any breach of the provisions of this Article 13 may result in irreparable harm to Disclosing Party and its Affiliates, and that the remedy at law for such breach may be inadequate. Accordingly, in the event of any breach or threatened breach of the provisions of this Article 13, Disclosing Party, in addition to any other relief available to it under the Agreement, at law, in equity, or otherwise, shall be entitled to temporary and/or permanent injunctive relief restraining the breaching Party or any other person or entity from engaging in or continuing any conduct that would constitute a breach of this Article 13, without the necessity of proving actual damages or posting a bond or other security.

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13.9. No right or license, either expressed or implied, over Confidential Information is granted to the Receiving Party under the Agreement.

13.10. Receiving Party's obligations of non-disclosure and non-use under the Agreement shall endure for 10 (ten) years from the expiration or earlier termination of the Agreement, whichever occurs first. With respect to the Confidential Information marked as trade secrets, the obligations under the Agreement shall continue until the trade secret become part of the public domain without breach of the Receiving Party or abuse of any third party. For the purposes of this Article, "**trade secrets**" shall mean any Confidential Information protectable as trade secrets in compliance with EU Directive no. 2016/943.

13.11. In the event the Parties have executed a non-disclosure agreement concerning the subject matter hereof, it shall supersede the content of this Article 13 and shall apply for Confidential Information to be disclosed between the Parties for the purposes of the Agreement.

Article 14. Privacy

14.1. Each Party undertakes to treat the data an information transmitted under confidentiality and not to disclose them to unauthorized persons, nor to use them for purposes other than those for which they were collected or to transmit them to third parties other than those indicated below. Personal data acquired directly or through third parties for pre- contractual, contractual and legal purposes – in paper, electronic or telematic form- respectively by the Seller and the Buyer, each as Data Controller, are processed in compliance with the GDPR and other privacy applicable law. The acquired data will be kept for a period of time not exceeding that necessary for the purposes for which they were collected or subsequently processed and in compliance. The Buyer can exercise all the rights referred to in Art. 15-22 of GDPR by sending a message to info.privacy@stevanatogroup.com. For completeness and further information, the Seller make available the complete Privacy Policy on web site: www.stevanatogroup.com

Article 15. Miscellaneous

15.1. Unless otherwise specified herein, all notices required or permitted to be given under the Agreement to Seller shall be in writing and shall be (a) delivered personally, (b) sent by registered mail, return receipt requested (but anticipated via e-mail), postage prepaid, (c) sent by a nationally-recognized courier service guaranteeing next-day or second day delivery, charges prepaid, to the addresses of the Seller set forth below:

Via Molinella 17
35017 Piombino Dese
Padova, Italy

attention: Group Legal Department
an electronic copy to: general.counsel@stevanatogroup.com

15.2. The Buyer agrees to comply with the Stevanato Group Code of Ethics (as amended from time to time, the "**Code of Ethics**"), available at https://www.stevanatogroup.com/code-of-ethics/. Compliance with the Code of Ethics shall be deemed an essential obligation for the Buyer. In case of non-compliance with the Code of Ethics by the Buyer, the Seller shall be entitled to forthwith terminate the Purchase Order in progress by simply sending to the

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Buyer a written termination notice.

15.3. The Buyer is informed that the Stevanato and Nuova Ompi have adopted an Organization, Management and Control Model (the "**Model**"), that includes the Code of Ethical Conduct and Disciplinary System as required by Italian Legislative Decree n. 231/2001. The Model outlines the ethical principles and standard of conduct that must be observed at all time by contractors, consultants, supplier, commercial partner, provider of service and in general all people or companies working with Stevanato and Nuova Ompi. The Buyer undertakes to adhere to the principles expressed by the aforementioned Model, to respect its contents and to refrain from any behavior aimed at configuring the offenses indicated in Legislative Decree 231/2001 and its subsequent amendments and additions.
The commitment referred to in the previous paragraph is to be understood as extended to all Buyer employees, collaborators and consultants. The acknowledgement of Buyer criminal and / or administrative responsibility for one of the crimes referred to in Legislative Decree 231/2001 represents a serious breach, therefore the Seller reserves the right to act to protect itself.

15.4. Buyer shall not, directly or indirectly, export, promote, market, or sell the Deliverables to, or engage in any other transaction or dealing relating to the Services and Deliverables with any individual and/or company owned or controlled by, or acting for or on behalf of, countries included in the Specially Designated Nationals and Blocked Persons List maintained by The Office of Foreign Assets Control of the US Department of the Treasury ("**OFAC**") and available at https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists and/or any other list of terrorists or other restricted Persons maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable executive orders.
This obligation shall be deemed an essential obligation for the Buyer. In case of non-compliance by the Buyer, the Seller shall be entitled to forthwith terminate the Purchase Order in progress by simply sending to the Buyer a written termination notice.
In any case the Buyer shall indemnify the Seller and hold its Affiliates and their respective legal representatives, directors, managers, employees and agents harmless from and against any and all claims, suits, judgments, costs, liabilities, damages or losses, including reasonable attorneys' fees, in any manner arising out of the breach of this Article 15.4.

15.5. The Agreement sets forth the entire understanding and agreement between the Parties as to the matters covered herein and supersedes and replaces any prior understanding, agreement, or statement of intent among the Parties, in each case, written or oral, of any and every nature with respect thereto.

15.6. No tacit, oral, or written subsidiary agreements have been concluded. Amendments and supplements to the Agreement shall be made exclusively by Seller. No waiver of any of the provisions of the Agreement shall be valid unless embodied in writing executed by the Party against whom the waiver is sought to be enforced. No such waiver shall be deemed to constitute the waiver of any other breach of the same or of any other term or condition of the Agreement.

15.7. Buyer shall not be entitled to transfer or assign (directly or indirectly in whole or in part) any of its rights or delegate any of its obligations under the Agreement without the prior written consent of Seller.

15.8. Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute a Party the agent of the other Party, create any employer-employee relationship, or authorise a Party to make or enter into any commitments for or on behalf of the other Party. The Parties are independent contractors.

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15.9. The invalidity or unenforceability of any provision in the Agreement shall not affect the validity of any part of the remaining Terms and Conditions, and the same shall apply if any provision of the Agreement should become invalid or unenforceable at a later date. In place of the invalid or unenforceable provision, the Parties to the Agreement hereby undertake to agree a valid provision which comes as close as possible to the intended legal and commercial meaning and purpose of the invalid or unenforceable provision. The same shall also apply if it emerges that there are any omissions in the provisions to the Agreement.

15.10. The Agreement and all disputes arising hereunder and/or related to the Equipment purchased by Buyer shall be governed by and interpreted in accordance with the laws of Italy, without giving effect to conflict of laws provisions thereof. The Parties hereby agree and consent to the exclusive jurisdiction of the courts of Padova, Italy. The Parties expressly waive the application of the United Nations Convention on Contracts for the International Sale of Goods of Wien (1980).

Seller

_____

Name: _____

Title: _____

Date: _____

Buyer

_____

Name: _____

Title: _____

Date: _____

The Buyer specifically approves the following provisions of the foregoing Terms and Conditions: Article 5.3 (documentations and materials from Buyer), Article 6.2 (Acceptance of the Services); Article 6.4 (sole remedy of Buyer); Article 7.6 (suspension of Services); Article 7.7 (no withhold or credit right); Article 8 (representations and warranties); Article 9 (Force Majeure); Article 15.4 (Sanction lists); Article 15.7 (transfer or assignment); Article 15.10 (Laws and Jurisdiction).

Buyer

_____

Name: _____

Title: _____

Date: _____

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