

## 1. SCOPE – ENFORCEABILITY

- 1.1. These general terms of sale (hereafter the "GTS") apply to all orders of spray and dispensing components, closures and systems (hereafter the "Products") placed by any company (hereafter the "CUSTOMER") with the company of the APTARGROUP located in Europe as specified at the bottom of each page of the GTS (hereafter the "SUPPLIER"). Even if the Customer has not duly signed them and notwithstanding anything to the contrary, the GTS prevail over any CUSTOMER terms of purchase or any other document unilaterally transmitted by the Customer prior or after these GTS and which the CUSTOMER purports to apply under any order, confirmation of order or similar document which are not explicitly accepted in writing by the SUPPLIER in the acceptance of an order. These GTS shall also apply to all future orders for Products with the CUSTOMER, even if the SUPPLIER does not refer to them again.
- 1.2. In the event of any contradiction between the GTS and the SUPPLIER's special terms as set out in the offer, the quotation, the Order Confirmation and/or separate written document signed by the SUPPLIER, the articles of the special terms shall prevail over the Articles in the GTS.
- 1.3. A waiver of any right or remedy under the GTS is only effective if given in writing and shall not be deemed nor any failure or delay to exercise any right or remedy under the GTS or by law as a waiver of any subsequent breach or default. Similarly, it shall not constitute a restriction to further exercise that right or remedy or any other right or remedy.
- 1.4. If any court or competent authority finds that any provision of the GTS (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the GTS shall not be affected.

## 2. ORDERS

- 2.1. Every order for Products placed in writing by the CUSTOMER or any acceptance of a quotation issued by the SUPPLIER to the CUSTOMER within a maximum period of ninety (90) calendar days as from its date of issue, regardless of the means of transmission (postal mail, fax or any electronic form of transmission) (hereinafter the "Order"), shall be deemed to be an offer by the CUSTOMER to purchase Products upon the GTS and all standard documents referred to in Article 3.1 below and provided by the SUPPLIER to the CUSTOMER.
- 2.2. In any event the SUPPLIER, even if he has provided a quotation to the CUSTOMER, is not bound to supply Products to the CUSTOMER until the SUPPLIER has accepted an Order by a written confirmation of such Order ("Order Confirmation").
- 2.3. Unless stipulated otherwise, the SUPPLIER may, under the conditions set forth in Articles 2.4. and 2.5., accept a request to change or cancel an Order, provided that such request reaches the SUPPLIER in writing:
  - 2.3.1. at least six (6) weeks before the date of shipment stated in the Order Confirmation for standard Products; or
  - 2.3.2. at least eight (8) weeks before the date of shipment stated in the Order Confirmation for customized Products, or if the processing of the Order requires a supply of specific components or materials.
- 2.4. The SUPPLIER's acceptance of a change in the Order shall be formalized by the issue of a new Order Confirmation, which shall specify the amount of any expenses and/or costs incurred by the SUPPLIER due to that change and shall be binding on the SUPPLIER and the CUSTOMER following a period of 8 calendar days from the date of sending such new Order Confirmation to the CUSTOMER.
- 2.5. Subject to Article 2.4, unless agreed otherwise, the cancellation or modification of an Order by the CUSTOMER shall also give rise to the immediate invoicing of the price of the Products initially Ordered.

## 3. MANUFACTURING – QUANTITIES

- 3.1. The SUPPLIER's Products are manufactured, packed and delivered in accordance with the provisions of (i) the quality agreements as sent along with the quotation made by the SUPPLIER, including, as the case may be, any special technical specifications required by the CUSTOMER and accepted in writing by the SUPPLIER, or in the absence of such quality agreements (ii) the SUPPLIER's standard quality agreements, standard technical or packaging specifications, the SUPPLIER's standard logistics requirements as provided by the SUPPLIER along with the quotation and/or the Order Confirmation.
- 3.2. When, for the manufacture of Products, the SUPPLIER sources components or subassemblies or subcontract services from suppliers designated by the CUSTOMER, the SUPPLIER and the CUSTOMER shall define which of the SUPPLIER's or the CUSTOMER's procurement requirements apply. Failing any agreement, the procurement quality requirements and specifications of the CUSTOMER shall apply; if the CUSTOMER has no quality requirements and specifications, the SUPPLIER's quality requirements and specifications shall define the terms for such procurement. Procurement specifications will be set out in the Order Confirmation.
- 3.3. The minimum quantity of Products per Order and/or delivery is to be indicated in the SUPPLIER's quotation and Order Confirmation for standard and customized Products.
- 3.4. Unless stipulated otherwise, every Order of Products delivered and billed may be up to five per cent (5%) greater or less than the quantity specified in the Order and/or Order Confirmation. These quantity variations may not give rise to any claim from the CUSTOMER, who acknowledges that such quantity delivered shall be deemed to be the quantity Ordered, without prejudice to the right of the CUSTOMER to prove that such measurement has been mistaken.

## 4. DELIVERIES

- 4.1. Unless stipulated otherwise, the sales of Products are FCA Supplier premises (Incoterms 2010).
- 4.2. Failing pick-up of the Products by the CUSTOMER on the agreed date or within the agreed time, the SUPPLIER reserves the right to invoice storage expenses from the date of delivery or the expiry of any pick-up period. The SUPPLIER may also give the CUSTOMER notice of its intent to sell the Products, set a reasonable grace period for pick-up and then sell the Products at the best price reasonably obtainable and without prejudice to the right to claim damages from the CUSTOMER charge the CUSTOMER for any shortfall below the price as set out in the Order or account to the CUSTOMER for any excess achieved over the price in the Order, in both cases having taken into account any charges related to the sale, or rescind the sale after such grace period.
- 4.3. Lead times and dates quoted for delivery are given for guidance only in the Order Confirmation. The SUPPLIER shall make reasonable commercial efforts to adhere to those times which are not of the essence. The SUPPLIER shall not be liable for any delay in delivery of the Products that is caused by (i) a force majeure event as defined in Article 10, or (ii) the CUSTOMER'S failure to provide the SUPPLIER with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.
- 4.4. If the SUPPLIER fails to deliver the Products, its liability shall be limited to the costs and expenses incurred by the CUSTOMER in obtaining replacement products of similar description and quality in the cheapest market available, less the price of the Products.
- 4.5. Notwithstanding Article 4.2, lead times shall not commence until the CUSTOMER has provided the SUPPLIER with all the technical information required to process the Order and/or set up the means of credit or payment provided for in the Order Confirmation.

## 5. PRICE – PAYMENT

- 5.1. The Products are invoiced by the SUPPLIER at the price given in the Order Confirmation or, in the event of a change in SUPPLIER's price lists, without prejudice to Article 2.3 above, at the current price list on the date of delivery of the Products, which the CUSTOMER hereby expressly accepts. The price is understood excluding packaging and transport costs and expenses, VAT and any other duties or taxes, which are billed in addition to the price.
- 5.2. Invoices are payable in Euros within thirty (30) calendar days from the invoice date, by bank transfer, with no discount for early payment. Any expenses incurred by payment shall be solely borne by the CUSTOMER. No payment will be deemed received until received in cleared funds and the amount has been credited to the SUPPLIER's bank account. Time of payment is of the essence.

- 5.3. The SUPPLIER may, even if no payment default has previously occurred, demand payment guarantees (deposit or other) in the event that information on the CUSTOMER's situation, particularly a change in its financial situation indicates there is a risk of non-payment of the amounts billed on the sale of the Products.
- 5.4. Any part payments shall be allocated in the following order of priority (i) outstanding invoices (oldest first); (ii) any late payment interest; and (iii) payment of expenses incurred by the SUPPLIER in recovering late payments.
- 5.5. Any delay in payment shall give rise to the application of interest for late payment, at the interest rate applied by the European Central Bank to its most recent refinancing operations, plus eight (8) points. The interest shall be calculated per day of delay as from the payment date provided on the invoice. This interest, and all the expenses incurred with respect to collection (including but not limited to collection fees and legal fees) shall be solely borne by the CUSTOMER and their settlement may be offset against any sum owed to the CUSTOMER.
- 5.6. In the event of late payment or failing settlement of one or several invoices, the SUPPLIER may also, without prejudice to any damages that may be claimed, set a reasonable grace period to the CUSTOMER by way of formal notice and, if payment not made in full within this period, cancel the supply of Products in the relevant Order and/or suspend the processing of other Orders in progress and/or demand the immediate payment of any outstanding sum still owed to it and/or demand payment guarantees or payment upon any future Order.
- 5.7. The CUSTOMER shall pay all amounts due under an Order in full without any deduction or withholding except as required by law and the CUSTOMER shall not be entitled to assert any credit or set-off against the SUPPLIER in order to justify withholding payment of any such amount in whole or in part. The CUSTOMER shall be entitled to retain any counter-claim against the SUPPLIER arising out of the same Order which is undisputed and awarded by a judgment that can no longer be appealed.

## 6. TITLE – RISKS

- 6.1. THE SUPPLIER SHALL RETAIN TITLE TO THE PRODUCTS UNTIL FULL PAYMENT OF THEIR PRICE. PAYMENT SHALL NOT BE CONSIDERED EFFECTIVE UNTIL CLEARED FUNDS ARE RECEIVED BY THE SUPPLIER. THE SUPPLIER SHALL BE ENTITLED TO UNDERTAKE ANY FULFILLMENTS AND TAKE ANY ACTIONS LEGALLY REQUIRED OR NECESSARY TO ENSURE AND MAINTAIN SUCH RETENTION OF TITLE SUBJECT TO THE SPECIFIC APPLICABLE NATIONAL LAW.
- 6.2. Risk in the Products is transferred to the CUSTOMER upon delivery of the Products as defined in Article 4. From the time of delivery, the CUSTOMER bears all risks of loss or damage to the Products. Any damage or loss that may be caused to the Products subject to retention of title under Article 6.1 from the time of their delivery shall be covered without any deductible by an insurance policy against loss, theft, fire, water damage and natural hazard taken out by the CUSTOMER at its expense. The CUSTOMER shall upon request by the SUPPLIER produce a copy of the policy of insurance. The CUSTOMER shall assign its claims for insurance benefits as to the Products to the SUPPLIER.
- 6.3. Until the price of the Products is paid in full, the CUSTOMER shall make sure that the Products are easily identifiable. In particular, until the ownership of the Products has passed to the CUSTOMER, the CUSTOMER shall:
  - 6.3.1. store the Products (at no cost to the SUPPLIER) separately from all other products of the CUSTOMER or any third party in such a way that they remain readily identifiable; and
  - 6.3.2. maintain the Products in satisfactory condition.
- 6.4. The CUSTOMER may use, consume or resell Products subject to retention of title (Article 6.1) only in the course of the CUSTOMER's normal business before ownership has passed to it provided that the CUSTOMER shall be permitted to make sales solely on the following conditions:
  - 6.4.1. any sale shall be effected at full market value;
  - 6.4.2. any sale shall be a sale of the CUSTOMER's property on the CUSTOMER's own behalf and the CUSTOMER shall deal as principal when making such a sale;
  - 6.4.3. the CUSTOMER shall hold such part of the proceeds of sale as represents the amount owed by the CUSTOMER to the SUPPLIER in trust for the SUPPLIER and shall account to the SUPPLIER accordingly; and
  - 6.4.4. the CUSTOMER shall include retention of title clause in the form of this Article 6 in its sale contract with customers.
- 6.5. The SUPPLIER shall be entitled to recover payment for the Products (including by way of court action) notwithstanding that ownership of any of the Products has not passed from the SUPPLIER.
- 6.6. Any down payments previously made by the CUSTOMER shall remain owned by the SUPPLIER.
- 6.7. In the event of a claim on the Products and if they are not identifiable and/or available or retrievable, the Products in inventory shall be considered as corresponding to the unpaid claims.
- 6.8. The CUSTOMER's right to possession, use and resale of the Products shall terminate immediately if:
  - 6.8.1. the CUSTOMER ceases to trade or appears in the reasonable opinion of the SUPPLIER to be likely to cease to trade or is subject to insolvency proceedings as defined under Council Regulation (EC) N°. 1346/2000 of 29 May 2000 on Insolvency Proceedings and under national applicable regulations;
  - 6.8.2. the CUSTOMER fails to pay any sum due to the SUPPLIER in respect of an Order or any other contract between the CUSTOMER and the SUPPLIER, without losing any other of its rights;
  - 6.8.3. the CUSTOMER encumbers or in any way charges any of the Products; or
  - 6.8.4. the Order is terminated for any reason.
- 6.9. In any such case, the SUPPLIER shall be entitled to issue the CUSTOMER with a credit note for all or any part of the price of the Products together with value added tax thereon.
- 6.10. The CUSTOMER grants the SUPPLIER, its agents, employees and sub-contractors an irrevocable license at any time to enter any premises where the Products are or may be stored in order to inspect them, or, where the CUSTOMER's right to possession, use and resale has terminated, to recover them at CLIENT's expense and risk.
- 6.11. The SUPPLIER's rights contained in this Article 6 shall survive termination of an Order however arising.

## 7. WARRANTY

- 7.1. The SUPPLIER warrants that on delivery, and for a period of twelve (12) months from the date of delivery (warranty period), the Products shall:
  - 7.1.1. materially comply with the technical specifications (whether standard or, as the case may be, customized specifications defined by the CUSTOMER and validated by the SUPPLIER) provided in the quality agreements;
  - 7.1.2. be free from material defects in design, material and workmanship; and
  - 7.1.3. be of satisfactory quality.
- 7.2. The SUPPLIER excludes any warranty of suitability, adaptability or compatibility of the Products with the CUSTOMER's needs for the purposes of manufacturing finished, semi-finished or intermediate products, for the purposes of incorporating the Products into other products and for the use of the Products in the dispensing or spraying of any content. The SUPPLIER also excludes any warranty in respect of non-infringement of the rights of third parties (particularly infringement of intellectual property rights) as a result of Products which are based on customized specifications and/or instructions provided by the CUSTOMER (including but not limited to the shape of the Product or its visual specifications).
- 7.3. It is the sole responsibility of the CUSTOMER to:
  - 7.3.1. choose the Products and define any special or customized technical or packaging specifications for the Products;
  - 7.3.2. ensure that the Products that it orders from the SUPPLIER are suited for their intended use;
  - 7.3.3. ensure the Products are compatible with the content that the CUSTOMER is to put in the finished packaging and products sold by the CUSTOMER; and
- 7.3.4.
- 7.3.5. ensure compliance with all applicable regulations of the finished products that it markets.

- 7.4. The CUSTOMER warrants that the customized specifications notified to the SUPPLIER do not and will not infringe the rights of third parties (including but not limited to infringement of intellectual property rights).
- 7.5. Any technical advice that the SUPPLIER may give, whether verbally or in writing, and any tests (particularly technical approval tests) carried out by the SUPPLIER at the CUSTOMER's request do not, under any circumstances, exempt the CUSTOMER from its sole liability with respect to choosing Products suited to its intended use, checking that suitability and compatibility by all appropriate means (particularly by tests that the CUSTOMER shall define and carry out itself or have carried out by contractors), and defining, as the case may be, customized technical specifications for those Products.
- 7.5.1. The SUPPLIER excludes any guarantee or warranty on its Products in the event of:  
7.5.2. changes or alterations made to the Products by the CUSTOMER;  
7.5.3. incorrect use, storage of the Products (particularly their use-by date) and/or non-compliance with instructions provided by the SUPPLIER;  
7.5.4. negligence and/or failure to maintain the Products by the CUSTOMER; or  
7.5.5. normal wear and tear of the Products.
- 7.6. The CUSTOMER undertakes to inform, by any suitable means, its own customers, suppliers or contractors of the conditions and limits in respect of the use and storage of the Products.
- 7.7. The SUPPLIER excludes any guarantee or warranty in respect of the components or materials provided by the CUSTOMER, which it shall not control in any way prior to their use in manufacturing the Products. Such components and materials provided by the CUSTOMER shall be deemed to be compliant with the CUSTOMER's requirements and with all applicable legislation and regulations. The CUSTOMER shall have sole responsibility to check such compliance.
- 7.8. Except as set out in these GTS all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded.
- 8. RECEIPT CONTROL – COMPLAINTS**
- 8.1. All Products shall be examined and controlled upon delivery by the CUSTOMER, in order to check their compliance with an Order, the quality agreements, the technical specifications (whether standard or, as the case may be, customized specifications defined by the CUSTOMER and validated by the SUPPLIER) and the SUPPLIER's logistics requirements, except in the case of Quality Assurance contracts set up with the CUSTOMER. For the Products delivered by the SUPPLIER under Quality Assurance, the CUSTOMER shall carry out on-line controls of the Products in accordance with the provisions of the relevant Quality Assurance contracts.
- 8.2. The CUSTOMER shall immediately after delivery inform the SUPPLIER in writing of any non-compliance or defects of the Products apparent on reasonable inspection, without prejudice to any claim against the carriers, in accordance with Article 8.5 below and, by the latest, within fifteen (15) business days of the date of delivery of the Products. Failing any claim within that period for such defects, the CUSTOMER shall be considered as having accepted delivery and the SUPPLIER shall no longer be liable with respect to the non-compliance of the delivered Products.
- 8.3. In the event that delivered Products prove non-compliant or defective for reasons that are not attributable to the CUSTOMER and such non-compliances or defects were not apparent on reasonable inspection made in accordance with Article 8.1 ("hidden defects"), the CUSTOMER shall immediately inform the SUPPLIER of its claims in that respect, at the latest within three (3) business days following the discovery of the non-compliance or defects. Failing any claim within that period, the SUPPLIER may no longer be held liable with respect to any non-compliance or defects of the delivered Products that could not be observed upon delivery in accordance with the provisions of Article 8.1 above.
- 8.4. In any event, the SUPPLIER shall not accept any complaint or be held liable for any non-compliance or defects of its Products that may appear or be discovered more than twelve (12) months after the date of delivery.
- 8.5. The CUSTOMER shall take all necessary measures as soon as it discovers a defect or non-compliance, including the possible immediate stoppage of its production to limit any harmful consequences that such defect or non-compliance may have.
- 8.6. In case of a complaint by the CUSTOMER with respect to any non-compliance or defect of the Product, the CUSTOMER shall provide either the SUPPLIER's Quality Department or the SUPPLIER's Sales Administration Department with the defective or non-compliant Product and a written detailed description of the relevant defect/non-compliance, including those regarding the quantity delivered. SUPPLIER shall determine whether the Product is defective or non-compliant without undue delay. In any event, the CUSTOMER may not return any Products to SUPPLIER unless a defect or non-compliance is determined by the SUPPLIER and CUSTOMER shall justify the alleged defect or non-compliance as indicated above. Failing the above, the returned Products shall be sent back to the CUSTOMER and the CUSTOMER shall reimburse the SUPPLIER for expenses incurred by examining the allegedly defective Products and returning them. The CUSTOMER shall not, unless agreed otherwise in writing beforehand by the SUPPLIER, from making itself or having a third party make any repair to the Product that it deems non-compliant or defective.
- 8.7. In the event of disagreement between the CUSTOMER and the SUPPLIER over the reality, nature, extent or origin of the non-compliance or defect of Products, an independent analysis laboratory, chosen by both parties, may be called upon. The findings of such laboratory shall be considered definitive and binding on both parties. The cost of the analysis shall be borne by the SUPPLIER if the laboratory concludes a defect or non-compliance of a Product is attributable to the SUPPLIER, and borne by the CUSTOMER in the opposite case.
- 8.8. It is stipulated that any variations or differences observed in the Products from models, prototypes or mock-ups, drawings, brochures, websites and advertising, which are for guidance only, may not be considered as defects or non-compliance.
- 8.9. In the event of a delivery of Products acknowledged as non-compliant or defective, the SUPPLIER shall rework or replace the Products, with such replacement taking place within the usual times for manufacturing and delivering the Products. If the SUPPLIER is unwilling or unable to rework or replace the Product, especially if there is an inappropriate delay caused by the SUPPLIER, or if, for any reason rework or replacement has failed, the CUSTOMER shall be entitled to rescind the contract or Order. A failure to rework or replace the Product may only be assumed after two attempts to rework or replace them having been unsuccessful. The CUSTOMER's right to claim damages shall be subject to Article 10.
- 8.10. The CUSTOMER shall keep available to the SUPPLIER the defective Products which were replaced or shall return them after the SUPPLIER's prior authorization in good condition and in their original packaging to the extent possible. The SUPPLIER shall bear any transport costs in relation thereto, as well as any transport costs for the Products supplied which have either been replaced or repaired.
- 8.11. If the SUPPLIER provides prior written consent, the CUSTOMER shall destroy any defective Products at the SUPPLIER's expense and in accordance with any applicable legal and regulatory requirements. The destruction of the Products on the CUSTOMER's site shall be proved by a destruction certificate.
- 8.12. The remedies set out in this Article 8 and 9.2 in respect of a Product's failure to comply with the warranty set out in Article 7.1, are the sole and exclusive remedies available to the CUSTOMER and the sole and exclusive liability of the SUPPLIER.
- 9. LIABILITY**
- 9.1. The SUPPLIER does not exclude its liability (if any) to the CUSTOMER for:  
9.1.1. willful misconduct or gross negligence;  
9.1.2. damages arising out of death or personal injury caused by the SUPPLIER;  
9.1.3. any matter for which it would be illegal for the SUPPLIER to exclude or to attempt to exclude its liability.
- 9.2. Subject to Articles 9.1 and 9.3, and to the extent permitted by law for Article 9.3, the SUPPLIER's maximum aggregate liability arising out of or in connection with these GTS and any Order, whether in contract, tort, misrepresentation, under statute or otherwise, howsoever caused including by negligence (or the negligence of a person for whom the SUPPLIER is vicariously responsible) and also including (without limitation) any liability under an indemnity contained in these GTS and/or arising from a breach of, or failure to perform or defect or delay in performance of, any of the SUPPLIER's obligations under

- these GTS or an Order and/or any defect in any of the Products ("Default"), shall be limited to the price of the Products giving rise to the Default. .
- 9.3. Subject to Articles 9.1, the SUPPLIER shall be under no liability whatsoever to the CUSTOMER (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any damage, including but not limited to:  
9.3.1. loss of components and manufacturing costs of finished, semi-finished or intermediate products of the CUSTOMER; or  
9.3.2. costs incurred by the CUSTOMER in procuring substitute products; or  
9.3.3. loss of revenue; or loss of profit (whether direct or indirect); or  
9.3.4. loss of business; or depletion of goodwill; or loss of reputation; or  
9.3.5. any third party claims against the CUSTOMER or any compensation or other payment made by the CUSTOMER to its customers; or  
9.3.6. indirect or consequential loss,  
howsoever caused arising out of a Default.
- 9.4. Each of the SUPPLIER's employees, agents and sub-contractors may rely upon and enforce the exclusions and restrictions of liability in these GTS in that person's own name and for that person's own benefit, as if the words "its employees, agents and sub-contractors" followed the word SUPPLIER wherever it appears in those clauses.
- 9.5. The CUSTOMER agrees to indemnify, keep indemnified and hold harmless the SUPPLIER from and against all costs (including the costs of enforcement), expenses, liabilities injuries, direct, indirect and consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings and legal costs (on a full indemnity basis) and judgments which the SUPPLIER incurs or suffers as a consequence of any direct or indirect breach or negligent performance or failure in performance by the CUSTOMER of the terms of the GTS.
- 10. FORCE MAJEURE**
- 10.1. Pursuant to an event of force majeure the SUPPLIER may, depending on the circumstances, cancel an Order, suspend its execution or postpone the date of delivery, without the CUSTOMER being able to claim any compensation on such grounds, cancel its Order or assign the Order to another supplier.
- 10.2. Pursuant to an event of force majeure, the SUPPLIER shall inform the CUSTOMER without delay and seek a resolution in consultation with the CUSTOMER. In the event an Order is suspended, the CUSTOMER shall take all necessary measures to extend, at its expense, the validity of the means of credit and/or payment while such Order is suspended and until delivery can be made. In any event, the SUPPLIER shall be freed from its commitments without any compensation being owed to the CUSTOMER. If the event of force majeure makes execution of an Order impossible or commercially uneconomical for a period greater than six (6) months SUPPLIER shall promptly give to the CUSTOMER a notice prior to the cancellation of the Order.
- 11. CONFIDENTIALITY**
- 11.1. Failing a confidentiality commitment made by separate agreement, the CUSTOMER undertakes, for the duration of its cooperation with the SUPPLIER and for ten (10) years after the end thereof for any reason whatsoever, to keep absolutely confidential the information of any kind provided verbally, in writing or in any other form of which it may become aware in negotiating or executing Orders of Products.
- 11.2. Confidentiality obligations shall not extend to information that is in the public domain, has become public domain other than by the CUSTOMER's breach of confidentiality, that is lawfully received from third parties, or to the extent the CUSTOMER is held to disclose information under the law or by governmental or judicial order.
- 12. INTELLECTUAL PROPERTY**
- 12.1. The SUPPLIER does not transfer to the CUSTOMER any know-how or intellectual property rights in connection with or attached to the Products resulting from the design and/or manufacturing of the Products and/or any studies and analyses made by the SUPPLIER in regard to the design and manufacturing of Products for a CUSTOMER, particularly for the purposes of drawing up customized technical specifications, the purposes of developing a new Product with respect to a research and development agreement, or the purposes of improving the quality and the cost price of Products.
- 12.2. The CUSTOMER shall indemnify and keep indemnified the SUPPLIER for all losses, cost, demands, reasonable expenses (including legal expenses) in respect of any claims, proceedings or allegations that may be brought by third parties alleging an infringement of their rights (particularly on the grounds of intellectual property rights or unfair competition) in relation to (i) the Products manufactured by the SUPPLIER in accordance with the specifications or instructions provided by the CUSTOMER for the execution of an Order or (ii) the CUSTOMER's finished, semi-finished or intermediate Products.
- 12.3. The SUPPLIER shall indemnify and keep indemnified the CUSTOMER for all losses, cost, demands, reasonable expenses (including legal expenses) subject to the SUPPLIER's limitations of liability as set out in Article 9 above, in respect of any claims, proceedings or allegations that may be brought by third parties alleging an infringement of their rights (particularly on the grounds of intellectual property rights or unfair competition) in relation to the Products manufactured by the SUPPLIER in accordance with the SUPPLIER's standard specifications.
- 12.4. Unless prohibited in writing beforehand by the CUSTOMER and notwithstanding any intellectual property rights of which the CUSTOMER may prevail itself relating to finished products incorporating the Products and/or all or part of the components of those finished products or notwithstanding the specific nature of the Products made for the CUSTOMER, the SUPPLIER may exhibit in any public event such as trade fairs, exhibitions or shows, and/or in any advertising and commercial documents, the CUSTOMER's finished products incorporating the Products and/or Products made for the CUSTOMER. The exhibition of the CUSTOMER's finished products shall be strictly framed and done so as to promote the SUPPLIER's Products exclusively.
- 13. LAW ON DATA RECORDS**
- 13.1. To record and process the CUSTOMER's Orders and/or answer requests for information, the SUPPLIER may be led to collect data of a personal nature.
- 13.2. The processing of personal data of the individuals concerned shall be regulated by the Directive 95/46/EC and under national applicable regulations.
- 13.3. The CUSTOMER may at any moment exercise a right of information, access, correction, opposition and deletion of those data, in accordance with the provisions of the applicable local legislation. Any such request can be sent by postal mail to the SUPPLIER's registered office.
- 14. APPLICABLE LAW - JURISDICTION**
- 14.1. The GTS and all contracts entered into under them shall be governed and interpreted according to Italian law, under the exclusion of its conflict of laws rules. The Vienna Convention of April 11<sup>th</sup>, 1980 on international sales of goods shall not apply.
- 14.2. The parties agree that the courts of the jurisdiction of the SUPPLIER's registered office at the time of the SUPPLIER's Order Confirmation shall have exclusive jurisdiction to determine any dispute arising out of or in connection with a contract between the parties entered into under these GTS (including (without limitation) in relation to any non-contractual obligations).

**CUSTOMER Full Legal Company Name:**

Title:

Date:

Signature:

Pursuant to Sections 1341 and 1342 of the Italian Civil Code, the CUSTOMER expressly and specifically approves the following clauses: 2 (Orders), 3 (Manufacturing-Quantities), 4 (Deliveries), 5 (Price - Payment), 7 (Warranty), 8 (Receipt Control – Complaints), 9 (Liability), 10 (Force Majeure), 14 (Applicable Law – Jurisdiction).