

GENERAL CONDITIONS OF SALE

(For our customers)

Norgren Srl Unipersonale
Via Roma, 108
20051, Cassina de Pecchi (MI)

Tel: +39 02 49410696

1. GENERAL

1.1. In these conditions of sale, the following terms will have the meanings specified below (unless the context requires otherwise):

1.1.1 "Buyer" means any of the Buyer's customers to whom Products are supplied in accordance with these clauses and conditions;

1.1.2 "Contract" means any contract between the Seller and the Buyer for the sale and purchase of Products;

1.1.3 The term "ex works" means "ex works", as defined in the edition of rules for the interpretation of commercial terms known as INCOTERMS, in force on the date of the Buyer's order;

1.1.4 "Intellectual Property Rights" mean all rights relating to copyrights, commercial brands, patents, know-how and all other intellectual property rights and any application of one of the aforementioned rights that may be implemented throughout the world;

1.1.5 "Products" mean all products and the related documentation, supplied as part of this Contract;

1.1.6 "Seller" means Norgren Srl;

1.1.7 "In writing" means methods of communication carried out by fax, electronic data transfer, e-mail and similar means of communication.

1.2 All quotes are drawn up and all Orders are accepted on the basis of these conditions. Any variation of the Contract or the various clauses, conditions or guarantees whatsoever are excluded from the Contract unless they have been specifically accepted by the Seller in writing (order confirmations do not constitute acceptance in this sense). In particular, under no circumstances, will any purchase conditions formulated by the Buyer at any time, be applied to this Contract and any attempt to fulfil these conditions (and/or any non-compliance) cannot be considered explicit or implicit acceptance of these conditions.

1.3 In the event of conflict between these conditions and the terms and conditions indicated in the quote, the latter shall take precedence, if proposed

www.norgren.com

italy@imi-precision.com

norgrenspa@pec.it

Codice Fiscale & R.I.:
00897710158

Partita IVA: IT00699570966

**Breakthrough
Engineering**

Incorporating

 **BUSCHJOST**[®]

 **FAS**[®]

 **HERION**[®]

 **KLOEHN**[™]

 **MAXSEAL**[®]

 **THOMPSON VALVES**[™]

by the Seller. Acceptance by the buyer upon receipt of the Products will be viewed as unconditional acceptance of these conditions.

1.4 Unless otherwise agreed in writing, the quote has to be accepted within a maximum of 30 days from the date of issue and acceptance may be cancelled at any time in writing.

1.5 Each statement or representation given to the Buyer by the Seller or its executives, employees or agents, (different from the statements or representations indicated in the documentation appended to the quote), which the Buyer intends to rely on, will have the right to do so only if the statement or representation is appended or reported to/in the Buyer's Order and only if the Seller subsequently gives the Buyer confirmation in writing that it has the right to rely on this statement or representation.

1.6 The Contract has been concluded between the Seller and the Buyer, and the Buyer is prohibited from transferring the Contract to third-parties without the Seller's written consent. The Seller may transfer and/or sub-contract the Contract. By signing these conditions, the Buyer gives its prior consent to the transfer of the Contract.

1.7 Unless agreed to the contrary, all the commercial terms must be interpreted in accordance with the version of INCOTERMS in force on the date of the Order.

1.8 The Seller will have the right to cancel an Order at any time by giving direct written notification to the Buyer, if the Seller does not receive, in response to its request, sufficient guarantees (at the Seller's discretion) with regard to the Buyer's solvency. If the Seller cancels an Order pursuant to this clause 1.8, the Seller will not have any liability for any losses, damage, costs or expenses of any kind incurred, suffered or paid by the Buyer due to, or in relation to this cancellation.

2. ELECTRONIC TRADING

2.1 All orders forwarded electronically will be valid if the information agreed between the Buyer and the Seller are indicated using the established form and the Order is sent by the Seller to the Buyer with the correct identification code. The Order will be understood to have been received by the Seller when it downloads the e-mail from its server.

2.2 Pursuant to clause 2.1, each valid electronic Order, will be considered to have been accepted by the Seller unless the Seller itself gave notification of the refusal of the Order to the Buyer by electronic means or other means (including the telephone) within two working days from receipt of the e-mail

containing the Order. Acceptance of an Order will constitute a sales contract to which these conditions will apply.

3. PRICES

3.1 Unless otherwise agreed in writing all prices will be considered “ex works”. Unless otherwise agreed in writing, prices are payable in euros. If the Seller undertakes to deliver the Products to a location other than its own premises, the Buyer must pay all the costs of packaging, transport and insurance and all the other costs incurred by the Seller in carrying out or organising that delivery.

3.2 The Seller will have the right, at any time, by giving written notification, to vary the price, in the event of any change in quantity, design or specifics of the Products requested by the Buyer.

3.3 The Seller reserves the right, at any time prior to the delivery and with written notification, to increase the price if there is an increase in the cost of materials, work services, transportation, fluctuations in the exchange rate for foreign currencies, currency regulation or alteration of duties, or if the Seller’s costs are increased by any other factor apart from reasonable checks by the Seller.

3.4 The Buyer will be liable with regard to the Seller for demurrage costs, if the loaded transport carrier arrives at the delivery point with unjustified delays.

4. DELIVERY

4.1 Unless otherwise agreed in writing, the delivery will be ex works and will be considered to have taken place when the Products are made available by the Seller at its own premises, for the collection by the Buyer or by a carrier loaded by the Buyer.

4.2 All the data and deadlines for the delivery are indicative and do not constitute binding terms for the delivery by the Seller. The delivery deadline is not essential and the Buyer does not have the right to consider or claim that the delivery deadline is essential for its own requirements.

4.3 In any event, the delivery deadline is subject to timely receipt by the Seller of all the necessary information, final instructions or approvals that have to be provided by the Buyer.

4.4 Without prejudice to that set out in 4.2, the Buyer is required to collect the Products within 30 days of the date on which the Seller gives notice that the

Products are ready for delivery. If the buyer does not fulfil the obligation referred to in the point above or does not make the down payment (if agreed) or pay the overall price of the products, the Seller may terminate the Contract pursuant to art. 1456 of the Italian Civile Code (this right is without prejudice to the other rights and remedies available to the Seller), other than the ability to request greater damages.

4.5 If the Buyer asks to postpone the delivery of Products and the Seller accepts this request, or if the delivery is otherwise delayed without a breach of obligations by the Seller, the Buyer must pay all the costs and expenses, including storage of Products and transport costs, at the seller's request. If the delivery is delayed at the request of or due to the Buyer, the latter will pay the price of the Products with the same methods and deadlines confirmed in these conditions, as though the original delivery date for the Products had been complied with. The Seller has the right to request payment of interest pursuant to clause 7.3.2 from the date on which payment became overdue.

4.6 Unless otherwise agreed in writing, the Seller may deliver the Products in instalments, in which case each instalment will be considered to be a separate Contract governed by the conditions below. No delay in the delivery of an instalment of Products or any defects in them will give the Buyer the right to terminate further contracts signed with the Seller.

5. ASSUMPTION OF RISK AND OWNERSHIP

5.1 The risk of loss, perishing and/or deterioration of Products will transfer to the Buyer at the time of delivery, and from that moment the Buyer will be the only party liable for the loss, perishing and/or deterioration of the Products.

5.2 Ownership of the Products will not transfer to the Buyer until either:

5.2.1 the Seller has received full payment of all the sums owed by the Buyer pursuant to all the contracts signed between the Seller and Buyer;

5.2.2 the Seller informs the Buyer in writing that ownership of the Products (or some of them) has transferred to the Buyer;

5.3 Until ownership of the Products has transferred to the Buyer, the Seller may recover the Products and the Seller's employees, representatives or agents are authorized to access all premises in which these Products are held, with or without vehicles, either to collect them, or to check that clause 5.4 is being complied with.

5.4 Until ownership of the Products transfers to the Buyer, the latter will retain ownership of the assets in its capacity as the Seller's sales agent, and must store these products separately from products belonging to third-parties or its own products, protected and insured against any risk, identifying them as Products belonging to the Seller. In addition, the Buyer cannot transfer, pledge or mortgage the Products or subject them to similar credit protection tools, and no pledge can be registered regarding them. Without prejudice to the above, the Buyer may resell the Products before acquiring ownership of them pursuant to these Conditions, only and exclusively under the following conditions:

5.4.1 The sale will be carried out during the normal carrying out of the Buyer's activity at full market value and the Buyer will be liable towards the Seller, committing to earmarking for the Seller, out of the proceeds from the sale, sums equivalent to the value of the price of Products indicated in the Seller's invoice; and

5.4.2 this sale will be described as a sale of assets belonging to the Seller and the Buyer will act as the representative.

5.5 The Seller will have the right, at any time, to ask the Buyer to return the products to the Seller, and if the Buyer does not comply within 15 days, the Seller will have the right to access the Buyer's premises or those of third-parties in order to retrieve and/or dispose of the Products. For the avoidance of doubt, the Buyer henceforth waives its right to bring any action and/or complaint against the Seller in relation to the right of access agreed in this clause.

6. WITHDRAWAL AND AMENDMENT OF THE CONTRACT

6.1 Withdrawal from or amendment of the Contract will require the prior written authorization by the Seller and is subject to the Buyer refunding the Seller for all costs and expenses incurred by the latter following this withdrawal or amendment.

6.2 Products returned to the Seller without the Seller's written consent will not be accepted.

7. PAYMENT METHODS

7.1 Unless otherwise agreed by the Seller in writing, payment has to be carried out by the last day of the month following the invoicing month and the Seller will have the right to issue the invoice for the month in which the Products are delivered or in which they should have been delivered and the delay in the delivery will not be attributable to the Seller. The deadline for

payment of the price will be considered to be essentially in favour of the Seller. No payment will be considered to have been received until the Seller has received immediately enforceable payment.

7.2 All payments made by the Buyer to the Seller in any Contract governed by these conditions must be carried out without any restriction or condition and without any deduction or withholding due to any other amount and/or claim, or as compensation.

7.3 In the event of a delay in payment by the Buyer, the Seller will have the right (without prejudice to any other right or remedy):

7.3.1. to suspend, without notice, all further supplies relating to any contracts signed between the Seller and the Buyer;

7.3.2 to charge interest for late payment pursuant to art. 5. Legislative Decree no. 231/2002 on any amount owed, together with the costs of credit recovery.

8. MINIMUM ORDER

The Seller may request a minimum quantity of products for each Order, including for orders that have already been planned.

9. SPECIFICATIONS

9.1 As provided for in clause 9.2, the products comply with all the agreed specifications, or rather, if there are no specifications agreed by the parties, the products must comply with all the technical specifications published and issued by the Seller.

9.2 The Seller reserves the right to make amendments to the size or other specifications for the products to bring them into line with the standards or laws in force, or in any case make reasonable amendments taking into account the nature of the products.

9.3 Information contained in the technical documentation issued by the Seller may be considered precise as indicated herein. If not, illustrations, details, examples of systems and assembly methods and all the other technical data set out in the documentation, are based on experience and experimentation in testing conditions and are only provided as a general guide. No information or data form part of the contract unless the Buyer has fulfilled clause 1.5 relating to statements and representation and the Seller has provided the confirmation referred to in that clause.

10. LOSS, SHORTAGES AND DAMAGE RECOGNISABLE DURING CHECKING AT THE MOMENT OF DELIVERY

10.1 The Buyer will only have the right to complain (as established in clauses 11 and 12) for shortages or defects in the products, which are verifiable through visual checking, if the Buyer:

10.1.1 inspects the products within 3 days of receipt;

10.1.2 informs the Seller of any losses, shortages or defects (other than just by signing the shipping note) within ten working days of receipt; and

10.1.3 shows the Seller that this loss, shortage or damage occurred prior to the delivery.

10.2 The Buyer will not have any right to make a claim in the event of loss, shortage or damage, unless the Seller has been given the possibility to inspect the products and examine each claim before any use or change of the products that are the subject of the claim itself.

10.3 Following a valid report of a problem in accordance with this clause 10, the Buyer will have the right (in the event of notified shortages) to receive within a reasonable amount of time a delivery of products that are equivalent to those missing and (in the event of defects) the right to have the products in question repaired or replaced, or, if the Seller so chooses, a credit note equal to the price, but, beyond this the Seller will not have any other liability whatsoever. If a report of shortages, losses or defects that are observed (or observable) at the time of delivery is not sent to the Seller in compliance with this clause 10, the products will be considered to have been delivered in full and not damaged in accordance with the Contract and the Buyer will be required to pay the amount owed.

10.4 Losses, shortages or damage relating to Products in the delivery or part of the delivery are not grounds for termination of the contract (or part of it).

11. GUARANTEE

11.1 The Seller provides a guarantee that the Products will be without any defects due to the materials used (except for materials supplied for free), planning and/or manufacturing errors. This guarantee will last for two years from the date of delivery of the products or rather, the Seller's recommended limit for use is less than two years. The application of the guarantee is subject to:

11.1.1 The Seller receiving written notification of the defect within the guarantee's period of validity;

11.1.2 the Products being made available to the Seller for checking, without further use, alteration, or repairs of the Products themselves;

11.1.3 the defect not being a loss, shortage or damage of which the Buyer should have notified the Seller pursuant to clause 10;

11.1.4 the defect not being the result of incorrect planning or instructions given by the Seller;

11.1.5 the Buyer having fully complied with the Seller's instructions regarding the use and storage of the Products.

11.2 Upon receipt of the notification of a report by the Buyer pursuant to this clause 11.2, the Seller may, at its discretion, repair the Products, or supply replacement Products for free or refund the price of the Products in full or in part (as appropriate), within a reasonable time period from the moment of the report. Pursuant to this Clause, the guarantee will not cover any defects due to normal wear and tear of the Products.

11.3 If the Seller repairs the Products or arranges for the supply of replacement products or a refund pursuant to Clause 11.2, the Buyer is required to accept these repaired or replaced Products, or the refund and the Seller will not have any liability for possible losses or damage of any kind arising from the delivery of defective products or the time necessary for the defective Products to be repaired or replacement Products to be delivered or the refund to be carried out.

11.4 If the products are not manufactured by the Seller:

11.4.1 The Seller does not provide any insurance or guarantee that the sale or use of the products will not breach any third-parties' intellectual property rights; and

11.4.2 the guarantee for which the Seller is liable relating to defects in these products is limited to the guarantee (if any) that the Seller receives from any producer or supplier of these products.

11.5 The Seller will not be liable and the Buyer will have to indemnify the Seller for any costs, claims, damage, liability and expenses incurred by the

Seller arising from a use of the products by the Buyer after the Buyer became aware or should have become aware of a defect.

12. LIMITATION OF LIABILITY

12.1 Under no circumstances, will the Seller be contractually liable or extra-contractually liable with regard to any claim, damage, loss or costs with regard to: (a) any loss of profit (b) loss of use of money, (c) loss of anticipated savings; (d) loss of business; (e) loss of opportunity; (f) loss of goodwill; (d) damage to reputation; (h) loss of data; (i) expenses, or (j) indirect or consequential damage or damage caused. To avoid any misunderstanding, the sub-clauses of this clause 12.2 are independent from one another and applicable individually.

12.2 Without prejudice to article 12.2, the Seller's maximum overall liability for all disputes raised by the Purchaser in relation to any Contract, cannot exceed the price of the contract itself for the Products and the Buyer will undertake to take out adequate insurance to cover itself against compensation requests that are higher than that amount.

12.3 Prices are provided by the Seller on the basis of the limitations of liability referred to in these conditions. The Buyer has the right to request from the Seller a higher limitation of liability and the Seller may (at its discretion) indicate a revised price taking into account any higher insurance premium paid by it.

12.4 The Buyer may indemnify the Seller against all losses, costs, claims, damage, expenses and liabilities relating to or arising from any damage, loss or damage suffered by, or caused to, any person, arising from, or in connection to, the supply by the Seller of Products or any action or omission by the Buyer in the performance of its obligations arising from the contract, unless this claim or loss is the direct result of negligence or tort by the Seller.

12.5 If the Products are supplied by the Seller to the Buyer for incorporation or use at a nuclear site or structure, the following will apply:

12.5.1 The Buyer undertakes to hold harmless and indemnify the Seller (or other company belonging to the group and their respective executives and employees), from and against all direct and indirect liability (including, simply by way of illustration, losses of money, loss of business and similar losses, liabilities, disputes (including from third-parties), requests, damage, fines, expenses incurred by the Seller or any other covered party, which arise from any damage of a nuclear nature caused by the Products, or that has occurred due to compliance or non-compliance with the Contract, if caused by the

Seller or one of the sub-suppliers of the Seller or Buyer, or any current or anticipated damage arising from activity in relation to the Contract whether or not they are connected to negligent conduct by the Seller.

12.5.2. The Buyer undertakes to make sure that the owner/manager of the site at which the products need to be installed provides and maintains insurance that covers nuclear damage, for the entire operational life of the site at which the products have to be installed, and for ten years afterwards. The Insurance Policy will be signed with an internationally-recognized insurance company against damage of a nuclear nature (for Liability and Ownership, under the standard conditions for the sector) and it will cover all suppliers and sub-suppliers as additional insured parties and will include a waiver of the right of subrogation in favour of the Seller. The Buyer will pay any excess due for each insurance policy (or, if appropriate, will provide an undertaking so that the owner/operator pays the amount owed in this regard). The Buyer will provide a copy of the insurance certificate to the Seller following a written request for the same;

12.5.3 In this clause 12, “liability” means any form of liability or obligations of any kind, including but not limited to liability for nuclear damage (as defined in clause 12.6.4 below), liability for misrepresentations, contractual liability, and liability arising from any legal provisions resulting from negligence or breach of any specific or implicit duty to act cautiously or competently;

12.5.4 In this clause 12, the term “nuclear damage” means injury or death of people, damage to property or structures and/or damage to the environment and natural resources, to flora and fauna (including property and/or installations belonging to the Buyer and the manager and the location at which the Products have to be installed) arising from radioactive, toxic, explosive or dangerous properties (or any combination of these properties) made of any nuclear material with which the products are placed in relation or used directly or indirectly, including, purely by way of example, ionizing radiation or contamination due to radioactivity emitted by nuclear fuel, radioactive products or other nuclear waste from the combustion of nuclear fuel resulting or originating from, or sent to, any site at which the Products have to be installed and/or used, unless death, injury or damage is caused by the Seller’s negligence.

13. CONFIDENTIAL INFORMATION ETC.

All designs, IT documents, software records and other information provided by the Seller, whether produced by the Seller or a third-party, are supplied

with the specific understanding that the copyright belongs to the Seller (or third-party) and the Buyer cannot, without the Seller's written consent, disclose these things in any way, or extracts, or copies of them, or use them in any way, apart from in relation to the Products for which they have been issued.

14. INTELLECTUAL PROPERTY

14.1 As provided for in 14.3 below, if the Buyer is subject to a claim or threatened with any action based on a complaint stating that the products supplied breach third- parties' intellectual property rights, as long as the Buyer informs the Seller in a timely manner and cooperates with the latter, and, if requested, allows the Seller to undertake responsibility for judicial legitimacy and stating the case against the action, the Seller will indemnify the Buyer for any cost, damage or expense that the latter may suffer following these proceedings

14.2 The Seller has the right, at its own expense, to either change the Products that breach any intellectual property right, and eliminate the breach or replace the products with others that do not breach any right, or repurchase the Products from the Buyer at the price paid by the Buyer, minus any indemnity for use that has been established for it.

14.3 The Seller will not have any liability with regard to legal action due to breaching of third-parties' intellectual property rights, arising from the production or supply of Products created or supplied following the Buyer's instructions or in compliance with the projects, designs or technical specifications, supplied by the Buyer who must indemnify the Seller against any losses, damage, expenses and costs or any other liability arising from these legal actions.

15. THE CLIENT'S DESIGNS

The Buyer will be the only party liable for ensuring that all information, designs, projects, instructions and guidance for use and recommendations specified or communicated to the Seller by the Buyer or its employee agents, consultants or advisors, are accurate, correct and suitable. The examination or assessment by the Seller of this information, advice, designs or recommendations will not involve any liability for the Seller.

16. EXPRESS TERMINATION CLAUSE

16.1 Without prejudice to any other rights, the Seller will have the right to consider this contract terminated (in full or in part) pursuant to art. 1456 of

the Italian Civile Code and/or to suspend deliveries and/or receive, following a request for immediate payment of all the sums payable by the Buyer when:

16.1.1 The Buyer makes or proposes a voluntary agreement for restructuring the debt or any other type of agreement for the benefit of its own creditors;

16.1.2 The Buyer is subject to Administrative receivership, insolvency or any other bankruptcy proceedings, or placed in liquidation;

16.1.3. The Buyer has filed an application for admission to one of the bankruptcy proceedings in force in accordance with Italian law;

16.1.4 a mortgage or receiver or court-appointed receiver records a mortgage regarding any property belonging to the Seller;

16.1.5 the Buyer becomes incapable of paying its own debts within the deadlines agreed or granted, or threatens to cease conducting its own business;

16.1.6 the Seller reasonably believes that any one of the events referred to above or an equivalent or similar one, provided for by the law to which the Buyer or any connected party is subject, may occur;

16.1.7 the Buyer or any connected party breaches this Contract or allows such a breach to be committed.

17. FORCE MAJEURE

17.1 The Seller will not be liable for any failure to carry out any one of its obligations pursuant to the Contract for any reason beyond its reasonable control, including, without limitation, causes of force majeure, strikes, uprisings, lock-outs or other industrial action (including commercial disputes if such a dispute involves its own employees), shortage of material or any other action beyond its reasonable control.

17.2 In the event that the Seller does not fulfil its own obligations for one of the reasons referred to in clause 17.1, within six months of the date agreed for the provision of service, both of the parties may, by giving notice in writing, terminate the contract without any liability, with the exception that the purchaser must make full payment for any product granted or any order completed at the time of termination.

18. TOOLS

Any tools (such as parts, moulds etc.) that the Seller may create or acquire specifically in relation to the Products to be supplied, will be and will remain the exclusive property of the Seller, and in its possession, without any restriction.

19. FREE MATERIAL

19.1 The free material must be insured by the Buyer who will be the only party liable for it, since the Seller will not be liable for any loss or damage that this free material may suffer or cause during the implementation by the Seller, or by a sub-contractor entrusted with the task by the Seller, or during transportation from or to the Seller's premises, or those of one of the sub-contractors. The Seller may, at its own discretion, contribute to paying the costs for replacing the free material mentioned above.

19.2 The Buyer must indemnify the Seller against all losses, compensation for damage, risks and fees with regard to any prejudice, loss or damage arising from, or in connection to, the supply by the Seller of free material, unless these losses or this damage is the direct result of negligence or tort by the Seller.

19.3 Indemnity for scrap material from production (where applicable) is included in the Contract price and no loss of this type of scrap material may be the subject of any claim by the Purchaser or any economic contribution by the Seller.

19.4 When the material used in the manufacturing of the Products is supplied by the Buyer (or on its behalf, by a third-party) to the Seller, the Buyer is required to ensure that the material is of satisfactory quality and is appropriate for its purpose and the Buyer must indemnify the Seller against any loss, damage, injury or expenses arising directly or indirectly from any defect or incorrect specification relating to this material.

20. CONSUMER RIGHTS

20.1 If the Buyer purchases the products in order to use them to create products that are assembled, created, packaged or supplied by the Buyer itself for the sale or supplies that are auxiliary to any product, the following will occur:

20.1.1 the Buyer, following a request from the Seller, must immediately provide a copy of all the written information, instructions and warnings regarding the products, specifically acknowledging that this inspection or right to inspect this documentation cannot give rise to any liability for the Seller, and

20.1.2 the Buyer must compensate the Seller for any costs, losses and damage that the Seller may suffer or undergo if a compensation request is submitted against the Seller itself, if the defective part that is complained of does not comply with the Products that are the subject of this Contract, or these Products have been made defective due to actions or omissions committed by the Buyer (including, without restriction, the supply of defective free material) or which have been made defective as a result of instructions or warnings provided or omitted by the Buyer or other dealer.

20.2 The Seller must indemnify the Buyer against all losses, costs and damage that the Buyer may incur, if an application is submitted with regard to the Buyer in relation to the products if they are defective due to actions or omissions by the Seller.

21 HEALTH AND SAFETY

21.1 The Buyer undertakes to comply with all the information and instructions provided by the Seller in relation to the products, including all the conditions necessary for insuring that the products are safe and without risk to health when they are set up, used, cleaned or when assistance or maintenance is carried out by anyone. The Buyer undertakes to comply with the safety measures as specified by this information in order to ensure, as far as is reasonably possible, that the products are safe and without risk to health.

22. COMPLIANCE

22.1 The Buyer will be the sole party liable for obtaining all the licenses necessary for imports or exports, or the permits needed for delivery to the Buyer, who will be liable for all customs duties and customs clearance duties, taxes, agent fees and other sums owed in relation to import, export and/or delivery of the Products.

22.2 The Purchaser undertakes to fully comply, at its own expense, with all the laws on imports and exports, restrictions, national security checks and Italian and EC regulations arising from any other law or local regulations.

22.3 The Buyer accepts and undertakes to:

22.3.1 comply with the terms of any export licence, the exclusions of licences, or general licences granted or approved by any competent Government Authority, and the Buyer accepts and undertakes to not export or send its products directly or indirectly to any person, entity

or to any territory that is not covered by the export licence, the licence exception or general licence and

22.3.2 (leaving aside any previous export licence, the exclusions from the licence or general licence), the Products will not be supplied directly or indirectly, to any person or entity or in any territory that is subject to an embargo, prohibition of entry or in any case subject to sanctions from Italy, the European Union or the territory in which the Buyer has its premises.

22.4 The Buyer must comply with all the rules in force with regard to corruption that may be applicable to this Contract and the legal relationship established with the Seller, and the Buyer must immediately inform the Seller if it becomes aware or suspects that any of its representatives, agents, employees or workers are acting or have acted in a way that breaches the regulations referred to above.

22.5 The Buyer accepts its obligation to demonstrate that it meets all the criteria set out in this Clause 22, following a request submitted by the Seller, whose rights include, by way of example, the right to inspect each location involved in the work for the Seller. If the Buyer does not fulfil that set out in Clause 22, the Seller will have the right, at its own discretion, to terminate the Contract pursuant to art. 1456 of the Italian Civil Code and any further agreement between the Seller and Buyer, without any fine incurred by the Seller, but with the obligation for the Buyer to compensate all the damage suffered by the Seller following the termination of the Contract or a breach of it.

22.6 The Buyer acknowledges that in placing an order with the Seller for Products under these terms and conditions that it has read and accepted the Seller's privacy policy which is available at <https://new.norgren.com/en/legal/privacy> (as may be updated by the Seller from time to time) ("**Privacy Policy**") and the Buyer understands that where personal information of Buyer's employees, directors or other individuals acting on behalf of Buyer, is processed by the Seller to fulfil the requirements of these terms and conditions the Seller will process such personal information as set out in the Privacy Policy. The Buyer warrants that it complies with applicable data protection laws and has the right, legal authority and required consents (if applicable) to enable the Seller to process such personal information as set out in the Privacy Policy. Buyer shall inform all impacted individuals of the processing pursuant to these terms and conditions and provide them with a copy of the Privacy Policy.

23 COMPETENT COURT AND LAW

23.1 The parties specifically acknowledge that this Contract is regulated, governed and interpreted exclusively in accordance with Italian Law.

23.2 Any dispute relating to this contract, and any disputes concerning the validity, effectiveness, interpretation, performance, termination and in any case the transfer of the contract and the obligations resulting from it, come under the exclusive jurisdiction of the Court of Monza.

24 MISCELLANEOUS

24.1 No waiver, delay or breach by the Seller in exercising the rights or remedies referred to in these Conditions or Contract will prejudice or exclude any future or further exercising of these rights or remedies.

24.2 If any provision of these conditions is considered invalid or non-applicable in full or in part, the unaltered provision (or part of the clause, in this specific case) will remain in force to all intents and purposes. Titles are used in this contract solely for the sake of convenience and do not prejudice these conditions in any way.

24.3 The parties specifically recognize that none of the conditions of this contract involves the signing of an agency contract or an employment relationship between the parties.

24.2 This contract does not have any effect against third parties.

Place and Date _____

(Norgren Srl)

(The Buyer)

Pursuant to and for the purposes of art. 1341 and 1342 of the Italian Civil Code, Code, the Client declares that it specifically assents to the following agreements:

2. ELECTRONIC TRADING; 3. PRICES; 4. DELIVERY; 5. ASSUMPTION OF RISK AND OWNERSHIP; 6. WITHDRAWAL AND AMENDMENT OF THE CONTRACT; 7. PAYMENT METHODS; 9. SPECIFICATIONS; 10. LOSS, SHORTAGES AND DAMAGE RECOGNIZABLE DURING CHECKING AT THE MOMENT OF DELIVERY; 11. GUARANTEE; 12. LIMITATION OF LIABILITY; 14. INTELLECTUAL PROPERTY; 15. THE CLIENT'S DESIGNS; 16. EXPRESS TERMINATION CLAUSE; 17. FORCE MAJEURE; 18. TOOLS; 19. FREE MATERIAL; 20. CONSUMER RIGHTS; 21. HEALTH AND SAFETY; 22. COMPLIANCE; 23. COMPETENT COURT AND LAW.

Place and Date _____

(Norgren Srl)

(The Buyer)