

UNIFLAIR S.P.A. STANDARD TERMS AND CONDITIONS OF SALE

These standard terms and conditions of sale shall regulate all sales proposals issued and/or all sales made by Uniflair S.p.A. (the "Seller") to a Buyer (the "Buyer").

Unless agreed otherwise in writing, any purchase order whatsoever placed by a Buyer with the Seller shall determine the application of these standard terms and conditions of sale and the waiver of the Buyer's own standard terms and conditions.

1) Conclusion of the sale

Any purchase order placed by the Buyer is to be considered irrevocable for a term of thirty (30) working days within which the Seller shall be entitled to accept it.

A sale is concluded by means of the Seller's order confirmation, in the absence of which the provisions of the law currently in force shall be applied.

Consignments shall comprise only what is explicitly specified in the Seller's confirmation or otherwise agreed upon in writing.

2) Prices

The prices to be charged are those expressly reported in the order confirmation or, in its absence, agreed upon in writing; they are not inclusive of unmentioned services, charges or taxes.

Should there be an increase in the cost of raw materials required to produce the Goods the Seller may increase the price of Goods to reflect the increase in the cost of raw materials.

The Seller further reserves the right to revise the price of the Goods also at the occurrence of the Circumstances described in the following clause 18 according to the terms set forth therein

3) Payment terms

Payment of the order is to be made within the terms and according to the procedures agreed upon in writing; otherwise, the statutory terms established in Legislative Decree no. 231/2002 shall be applied.

Should it be agreed that a payment is made by bill of exchange, the Buyer shall be liable for all costs, taxes and any ensuing charges. Cheques, promissory notes, bills of exchange and cash orders shall be considered payments made only upon collection of the relating amount.

If payments are to be made in instalments, the failure to pay just one instalment by its due-date shall determine the foreclosure of all other outstanding instalments as well, pursuant to article 1186 Civil code.

Delays in the delivery of goods or execution of assembly operations shall not entitle the Buyer to defer/suspend payments beyond contractually established due-dates if the Seller provides adequate justification for same and offers to fulfil its obligations within a reasonable timeframe.

4) Late payments and interest on arrears

The provisions of Legislative Decree no. 231/2002 shall be applied in the event of late payments.

Interest on arrears shall be payable and applied during the period elapsing between the relevant due-date and the date of effective payment.

Any breach of contract, altered financial conditions, extended delay and/or severe state of overall indebtedness (also resulting from other sales) on the part of the Buyer shall entitle the Seller to apply the provisions of articles 1460 and 1461 of the Civil Code, take all appropriate precautionary measures and resort to any form of legitimate self-protection. It is also agreed that, in such cases, the Seller may suspend any and all kinds of supplies, as well as any payments due, including those stemming from other contractual arrangements.

Any deferred payment plans agreed in writing or effectively implemented by the debtor shall not constitute a novation of the contract and/or waiver of receivables, unless agreed in writing by the parties.

Should the Buyer fail to pay or be late in paying the price or one or more instalments thereof, the Seller shall be entitled to terminate the agreement in place between the parties after giving the Buyer due warning in compliance with article 1454 of the Civil Code.

5) Retention of title

The sale shall in any event be made with the Seller retaining title to the goods, which title shall be transferred to the Buyer only upon full payment of the price pursuant to articles 1523 *et seq.* of the Civil Code.

Termination of the agreement between the parties shall entitle the Seller to demand that the goods be returned immediately.

The Buyer undertakes to duly inform all third parties that come into contact with the supplied goods for any reason whatsoever of the Seller's retention of title to same.

Art. 6) Delivery and delays

Delivery terms shall be enforceable against the Seller if agreed in writing, shall commence as of the date on which the sale is effectively concluded and are, in any event, to be considered indicative unless agreed otherwise in writing.

NOTWITHSTANDING THE PROVISION ABOVE, IF, FOR ANY REASON NOT ATTRIBUTABLE TO SELLER OR FOR EXPRESS BUYER'S REQUEST, THE SUPPLY OR ANY PORTION THEREOF CANNOT BE DELIVERED ON THE DATE SET FORTH IN THE CONTRACTUAL DOCUMENTS, THEN, FOR ALL THE PURPOSES UNDER THE CONTRACTUAL DOCUMENTS, THE DELIVERY SHALL BE DEEMED AS AUTOMATICALLY AND SATISFACTORILY PERFORMED WHEN THE SELLER WILL ISSUE THE "READY FOR SHIPMENT" DOCUMENT. THE ISSUANCE OF SUCH DOCUMENT SHALL ALLOW THE SELLER TO ISSUE THE INVOICE LINKED TO THE DELIVERY OF THE SUPPLY (OR ANY PORTION THEREOF- AS THE CASE MAY BE), AND ALL THE RISKS RELATING TO THE SUPPLY SHALL AUTOMATICALLY PASS TO THE BUYER. IN ADDITION TO THE ABOVE, IN CASE THE SUPPLY CANNOT BE DELIVERED FOR ANY REASON NOT ATTRIBUTABLE TO SELLER OR FOR EXPRESS BUYER'S REQUEST, THE SELLER MAY -AT ITS SOLE DISCRETION, STORE THE SUPPLY-OR ANY PORTION THEREOF-CHARGING TO THE BUYER THE STORAGE FEES DEFINED IN THE CONTRACT OR, IF NOTHING IS STATED UNDER THE CONTRACT, CHARGING TO BUYER ALL THE COSTS AND EXPENSES ARISING OUT OF OR IN CONNECTION WITH STORAGE, WAREHOUSING, MAINTENANCE, HOUSING, INSURANCE, AND THE LIKE. IRRESPECTIVE OF THE FACT THAT THE SELLER SHALL PROVIDE ANY TRANSPORT OF THE SUPPLY UNDER THE CONTRACT DOCUMENTS, THE SUPPLY SHALL BE TRANSPORTED AT BUYER'S RISK AND, ACCORDINGLY, BUYER WAIVES ANY RIGHT TO CLAIM COSTS OR EXPENSES ARISING OUT OF OR IN CONNECTION WITH ANY LOSS OR DAMAGE TO THE SUPPLY OCCURRED DURING THE TRANSPORT THEREOF. EVEN WHERE IT IS ALLOWED BY APPLICABLE LAWS, THE BUYER SHALL NOT BE ENTITLED TO TERMINATE THE CONTRACT, EITHER IN WHOLE OR IN PART, FOR THE SELLER'S DELAY AND, ACCORDINGLY, BUYER FULLY WAIVES ANY RIGHT THEREOF. NOTWITHSTANDING ANY SELLER'S OBLIGATION TO TRANSPORT ANY GOOD, THE SUPPLY SHALL BE SHIPPED AND CARRIED AT THE BUYER'S SOLE RISK AND LIABILITY. ACCORDINGLY, THE BUYER WAIVES ANY RIGHT TO CLAIM AND/OR BACK-CHARGE ANY COST AND EXPENSES RELATING TO ANY DAMAGE/LOSS TO THE SUPPLY DURING TRANSPORT. EVEN IF IT IS ALLOWED BY THE APPLICABLE LAW, THE BUYER WAIVES ANY RIGHT TO TERMINATE THE CONTRACT AS A CONSEQUENCE OF ANY DELAY ATTRIBUTABLE TO THE SELLER.

In any event, the delivery terms agreed upon are to be considered extended if the Buyer fails to duly fulfil its contractual obligations, and more specifically:

- if payments are not made punctually;
- if the Buyer fails to provide, in good time, the information needed to execute the order and/or fails to approve executive designs and plans, when required to do so;
- if the Buyer demands changes during the execution of the order;

- if the Buyer fails to provide any materials required for its order in good time;
- if adverse circumstances beyond the Seller's control arise, including proven delays on the part of sub-Sellers;
- if the delay is due to *force majeure* events.

The Seller may also extend delivery terms if the Buyer fails to fulfil its payment obligations, also in respect of other supplies.

Delivery within the meaning of article 1510 of the Civil Code is understood to take place at the manufacturer's premises and be effected when the goods are consigned to the Buyer or the carrier, also when the price is inclusive of shipping costs and/or the Seller agrees to carry out the relating assembly operations. Nevertheless, if, for any reason, readied goods are not delivered for reasons not ascribable to the Seller, they shall be considered delivered to all effects and purposes by the Seller simply advising the Buyer that the goods are ready for dispatch and all risks relating to the goods shall be automatically assumed by the Buyer. In such case, the Seller may put the readied goods in safe storage and charge the Buyer the relating storage, warehousing, maintenance, custody, insurance and similar costs, at the rates established by the ANIE or by the Bergamo Chamber of Commerce, where applicable.

All goods, including those delivered ex destination, shall be carried at the Buyer's risk and liability.

The Buyer, in any event, waives any right that may be granted by law to cancel orders due to delays ascribable to the Seller; any compensation due in such respect shall be agreed upon by the parties.

The Seller shall not be liable for any penalty not expressly agreed upon in writing and the payment of any further compensation or damages is ruled out in any event.

7) Technical data

Weights are understood to be reported for informative purposes only, except in the case of consignments whose price is established with express reference to weight.

Subject to the Seller's right to make any and all changes to the products it lists or manufactures, and to stop marketing them, the Seller shall be entitled to modify ordered products at any time, provided that such modifications are not of a substantive nature and do not alter the practical aspects of the products in question.

In no event can the industrial property rights and rights pertaining to the software and know-how in general used in connection with the products ordered, or the technical and/or plant engineering solutions adopted, be considered transferred to the Buyer, since the Seller shall retain full and exclusive title to same.

The Buyer expressly undertakes to refrain from reproducing and, in any event, from making use of any industrial property, know-how and/or company information transmitted by the Seller on any support medium for purposes other than those strictly required in connection with the execution of the order; any information transmitted by means of drawings or written

8) Final inspection

If the goods to be supplied are subject to a final inspection, delivery shall be considered effected, also for the purposes of calculating any eventual penalties, as at the date the Seller advises that the goods are ready for inspection.

If, within ten (10) days of the date of the aforementioned advice that the goods are ready for inspection, the Buyer fails to organize its attendance thereat, the Seller shall be considered tacitly authorized to conduct the inspection in the Buyer's absence and issue an invoice for the goods in question upon its conclusion. Any type-tests required shall be carried out at the Buyer's expense.

Within thirty (30) days of the date on which the Seller installs the goods supplied, the Buyer may request an on-site inspection to verify their proper working order. All relating costs shall be sustained by the Buyer and all tests shall be carried out at its risk and liability. The consignment shall be considered accepted upon the successful outcome of a final inspection or after the elapse of the aforementioned term without the Buyer requesting an inspection.

9) Warranty

The applicable warranty is regulated in the warranty conditions named "SCHNEIDER ELECTRIC IT BUSINESS DIVISION LIMITED FACTORY WARRANTY FOR COOLING PRODUCTS" for chillers, airconditioning and Ecoflair and "SCHNEIDER ELECTRIC IT BUSINESS DIVISION LIMITED FACTORY WARRANTY Access Floor products" for the access floor.

The Seller's warranty shall not apply to goods that prove to be faulty and/or damaged as a result of normal wear and tear, misuse or carelessness or because they have been tampered with or repaired by third parties in ways that do not meet the stated technical specifications or damaged accidentally.

The Seller's intervention under warranty shall be subject to the Buyer's compliance with payment terms.

All work connected with repairs or replacements under warranty shall be carried out, at the Seller's discretion, at its own or third-party workshops.

Any parts that are replaced shall continue to be the property of the Seller and must be returned to same.

The warranty does not cover any materials and/or parts subject to continuous stress and discharges of excess voltage.

In no event can the terms for forfeiture and prescription referred to in article 1512 of the Civil Code be considered extended.

10) Assembly

If the contract under which the goods are supplied provides for their assembly on-site, the Buyer shall be responsible and liable for putting the Seller's - or its eventual sub-Seller's - staff are in a position to carry out the required assembly operations in compliance with applicable rules and regulations on safety and the prevention of accidents and shall also be required to ensure that such assembly work can be carried out without interruption.

11) Liability

Subject to any mandatory provisions of the law, the Seller's liability shall be limited to the obligations defined in the individual supply contract and in these standard terms and conditions. In no event can the Seller:

- (i) be held liable for consequential, indirect or abstract damages;
- (ii) be obliged to pay damages in an amount exceeding the total value of the individual consignment.

The party that invokes the other's liability in the context of its obligations shall be obliged to act with the diligence required to minimize any damage and/or prevent the occurrence of further damage.

The Buyer undertakes to promptly inform the Seller of the occurrence of situations likely to result in it suffering damages of any kind.

12) Ethic Code

The Buyer acknowledges that Seller has based its business activities on the full compliance with the requirements imposed by any applicable laws and regulations, both of strictly legal nature or of an ethical and behavioural nature. For that purpose, Seller has approved an Organisational, Management and Control Model, in accordance with the requirements of Italian Legislative Decree no. 231/2001, and a Code of Ethics. The Buyer hereby agrees to act, in carrying out its activities and therefore also in the performance of the Contract, in accordance with local laws and regulations, whether of a narrow legal content of an ethical-behavioural nature, and, in addition to the above, the Buyer hereby agrees to strictly abide by the Code of Ethics approved by Seller and by the Principles of Responsibility of the Schneider Electric group of companies- which Seller is a party to - and available on the following link <https://www.se.com/ww/en/about-us/sustainability/responsibility-ethics>.

The Buyer shall not act in violation of the Code of Ethics and of the Principle of Responsibility during the performance of the Contract and, in addition to the above, Buyer commits itself, in accordance with art. 1381 of the Italian Civil Code, that any of its employees, agents, directors, collaborators, shall not act in violation of the Code of Ethics and of the Principles of Responsibility during the performance of the Contract. Seller shall be entitled to terminate the Contract

in case it becomes aware of any breach by the Buyer or by its employees, agents, directors collaborators, for any reason whatsoever, of any obligation under this clause.

13) Export

The deliverables provided by Seller under this terms and conditions contain or may contain components and/or technologies from the United States of America ("US"), the European Union ("EU") and/or other nations. Buyer acknowledges and agrees that the supply, assignment and/or usage of the products, software, services, information, other deliverables and/or the embedded technologies (hereinafter referred to as "Deliverables") under these terms and conditions shall fully comply with related applicable US, EU and other national and international export control laws and/or regulations. In the event an export license is required, Buyer should obtain such license from the relevant authority as well as Seller's approval otherwise the Deliverables shall not (i) be exported and/or re-exported to any destination and party (may include but not limited to an individual, group and/or legal entity) restricted by the applicable export control laws and/or regulations; or (ii) be used for those purposes and fields restricted by the applicable export control laws and/or regulations. Buyer also agrees that the Deliverables will not be used either directly or indirectly in any rocket systems or unmanned air vehicles; nor be used in any nuclear weapons delivery systems; and will not be used in any design, development, production or use for any weapons which may include but not limited to chemical, biological or nuclear weapons.

If any necessary or advisable licenses, authorizations or approvals are not obtained, whether arising from inaction by any relevant government authority or otherwise, or if any such licenses, authorizations or approvals are denied or revoked, or if the applicable export control laws and/or regulations would prohibit Seller from fulfilling any order, or would in Seller's judgment otherwise expose Seller to a risk of liability under the applicable export control laws and/or regulations if it fulfilled the order, Seller shall be excused from all obligations under such order and/or these terms and conditions.

14) Severability, governing law and jurisdiction

The invalidity or inapplicability of one of the clauses contained in these standard terms and conditions of sale shall not compromise or undermine the validity and applicability of all the other provisions hereof. The Seller and the Buyer hereby undertake to replace any clauses declared unenforceable and/or invalid or unworkable with other provisions to similar effect.

All purchase orders/order confirmations, including those stipulated with foreign companies and/or regarding goods to be supplied abroad, shall be governed by Italian law.

The courts for the place where the Seller's registered office is located shall have exclusive jurisdiction.

15) Privacy

Pursuant to the Italian Legislative Decree 196/03 (Privacy Code) and EU Regulation 679/2016 (GDPR), in carrying out the activities governed by these general conditions, the data controller is Uniflair S.p.a. F.C. n. 02160760282 (Data Controller).

With reference to the personal data (Data) that the Data Controller will receive, they will be processed pursuant to art. 6.1, lett. b) of the GDPR for the purposes related to the execution of the activities regulated by these general conditions, also by way of electronic means. More precisely, a description of the purposes related to the execution of these activities is set forth in the information available at the following link: <https://www.se.com/uk/en/about-us/legal/data-privacy.jsp>

The Data Controller undertakes to process the Data in compliance with the minimum security measures provided for by the Privacy Code and the GDPR with the sole purpose of executing its obligations under the contractual relationship.

The Data processing is necessary being carried out for the performance of the contractual relationships as defined from time to time, with the consequence that the refusal to provide the Data would not allow the conclusion and execution of the

contractual relationship. The Data Controller also undertakes to process the Data in a lawful and correct manner, collecting and recording the same for specified, explicit and legitimate purposes, taking care to verify that the Data is adequate, relevant and limited to what is necessary in relation to the purposes for which they are collected and subsequently processed in compliance with the Privacy Code and the GDPR. The data subject is granted the rights referred to in Articles 15 et seq of the GDPR, consisting essentially in the right to obtain from the Data Controller confirmation as to whether or not Data concerning him or her are being processed, as well as the right to obtain the rectification, to have incomplete Data completed, to have Data kept up to date, to obtain the erasure or blocking of his or hers Data; Furthermore, the data subject has the right to obtain a copy of his/her Data, the restriction of the processing and / or, to object to it, in addition to the right to Data portability and to lodge a complaint with the competent supervisory authorities under the conditions and within the limits indicated in art. 13 of the GDPR.

It is possible to exercise the rights recognized by the GDPR, including the right to object to the processing, upon a simple written request to the Data Protection Officer, by sending an email to the following addresses: GDPR.Italy@schneider-electric.com or DPO@schneider-electric.com

16) Force Majeure

It is considered as a force majeure event (hereinafter referred to as "Force Majeure") any event (and all related effects), beyond the control of the Parties, which prevents or delays, in whole or in part, the fulfilment of any Party's obligation under the Contract, including, without limitation: (i) war (declared or not), act of foreign enemies, hostilities, rebellion, terrorism, revolution, insurrection, coups or civil war; (ii) riot, unrest except those limited to the employees of Supplier; (iii) acts of vandalism, theft; (iv) destructive natural events such as earthquakes, storms, dust storms, hurricanes, typhoons, volcanic activity, or floods, or non-ordinary natural events; (v) any labour disputes; (vi) subject to and without prejudice to what set forth in the following clause 18, which takes precedence, as a special provision over the general provision in this clause 16, the absence or shortage of adequate supply relative to finished products or raw materials; (vii) acts or omissions of authorities or other entities so authorized by the law, with particular reference to export controls laws and regulations; (viii) subject to and without prejudice to what set forth in the following clause 18, which takes precedence, as a special provision over the general provision in this clause 16, epidemics/pandemics, their consequences and any possible limitations/restrictions deriving from such events and/or connected to them; (ix) cyber security information systems violations committed by third parties when impacting the proper and punctual fulfilment of either Parties' obligations.

Neither Party shall be liable for breach of its contractual obligations to the extent that such failure is caused by Force Majeure, occurred after the effective date of the Contract.

If a Party deems that any of its obligations could be affected by Force Majeure, such Party shall promptly give written notice thereof to the other Party. If the aforementioned Force Majeure continues for a period exceeding ninety (90) days, either party shall be entitled to terminate the Contract by giving fifteen (15) days prior written notice thereof to the other Party. If, at the expiry of such period of fifteen (15) days, the Force Majeure will be still outstanding, the Contract shall be deemed terminated.

If the Contract is terminated in accordance with this clause, the Supplier shall be entitled to be paid for the activities performed.

For the avoidance of any doubts no failure or delay by a Party to exercise any right or remedy provided under clause 18 of these terms and conditions or by law shall constitute a waiver of the rights or remedies provided under this clause 6, nor shall it preclude or restrict the further exercise of that or any other right

17) Cybersecurity

Buyer's obligations for its Systems. Buyer shall implement and maintain a comprehensive security program (hereinafter referred to as "Security Program") that contains reasonable and appropriate security measures and safeguards to protect its computer network, systems, machines, and data (herein referred to, collectively, as "Systems"), including those Systems on which it runs the Goods and/or which it uses with the Services, against Cyber Threats. For the purpose of this Clause, "Cyber Threat(s)" means any circumstance or event with the potential to adversely impact, compromise, damage, or disrupt Buyer's Systems or that may result in any unauthorized access, acquisition, loss, misuse, destruction, disclosure, and/or modification of Buyer's Systems, including any data, including through malware, hacking or similar attacks. Without limiting the foregoing, Buyer shall at a minimum:(a)have qualified and experienced personnel with appropriate expertise in cybersecurity, maintain Buyer's Security Program, and have such personnel regularly monitor cyber intelligence feeds and security advisories applicable to Buyer's Systems or Buyer's industry;(b)promptly update or patch its Systems or implement other appropriate measures based on any reported Cyber Threats and in compliance with any security notifications or bulletins, whether publicly disclosed on Seller's security notification webpage at <https://www.se.com/ww/en/work/support/cybersecurity/security-notifications.jsp>, or otherwise provided to Buyer;(c)regularly monitor its Systems for possible Cyber Threats; and(d)meet the recommendations of Seller's Recommended Cybersecurity Best Practices, available at <https://www.se.com/us/en/download/document/7EN52-0390/>, as may be updated by Seller from time to time, and then-current industry standards.

Buyer's Use of the Goods, Software, and Services. Seller may release Updates and/or Patches for its Goods, Software, and (if applicable) Services from time to time. Buyer shall promptly install any Updates and Patches for such Goods, Software, or (if applicable) Services as soon as they are available in accordance with Seller's installation instructions and using the latest version of the Goods or Software, where applicable. For the purpose of this clause (i) an "Update" means any software that contains a correction of errors in a Good, Software, or Service and/or minor enhancements or improvements for a Good, Software, or Service, but does not contain significant new features; (ii) a "Patch" is an Update that fixes a vulnerability in a Good or Software. Buyer understands that the failure to promptly and properly install Updates and/or Patches for the Goods, Software, or (if applicable) Services may result in the Goods, Software, or Services or Buyer's Systems becoming vulnerable to certain Cyber Threats or result in impaired functionality. Seller shall not be liable or responsible for any claim, damage, loss, lawsuit, demand, action or other proceeding that may result from such failure.

Identification of Cyber Threats. If Buyer identifies or otherwise becomes aware of any vulnerabilities or other Cyber Threats relating to the Goods, Software, or Services for which Seller has not released a Patch, Buyer shall promptly notify Seller of such vulnerability or other Cyber Threat(s) via the Seller Report a Vulnerability page (<https://www.se.com/ww/en/work/support/cybersecurity/report-a-vulnerability.jsp#Customers>) and further provide Seller with any reasonably requested information relating to such vulnerability (hereinafter referred to, collectively, as "Feedback"). Seller shall have a non-exclusive, perpetual and irrevocable right to use, display, reproduce, modify, and distribute the Feedback (including-without limitation-any confidential information or intellectual property contained therein) in whole or part, including -without limitation-to analyze and fix the vulnerability, to create Patches and/or Updates for its customers, and to otherwise modify its Goods, Software, or Services, in any manner and without restrictions, and without any obligation of attribution or compensation to Buyer; provided, however, Seller shall not publicly disclose Buyer's name in

connection with such use of the Feedback without Buyer's prior written consent. By submitting Feedback, Buyer represents and warrants to Seller that (i) Buyer has all necessary rights in and to such Feedback and in and to all information it contains, (ii) Buyer is entitled to grant to Seller the right to use such Feedback as regulated under this Clause, (iii) the Feedback shall not infringe any proprietary or other rights of third parties and (iv) the Feedback shall not contain any unlawful information.

18. EXTRAORDINARY EVENTS

THE PERFORMANCE OF THE CONTRACT AND/OR OF THE ORDER BY THE SELLER MIGHT BE NEGATIVELY AFFECTED BY THE OCCURRENCE OF EVENTS AT A NATIONAL A/O GLOBAL LEVEL OUTSIDE OF SELLER'S CONTROL SUCH AS, BUT NOT LIMITED TO, COVID-19 PANDEMIC (INCLUDING VARIANTS) AND/OR ANY OTHER PANDEMIC/EPIDEMIC AND/OR SHORTAGE OR INTERRUPTION OR DELAY IN THE TRANSPORTATION OR PROCUREMENT OF RAW MATERIALS, POWER AND/OR COMPONENTS ("CIRCUMSTANCES"). SUCH CIRCUMSTANCES, EVEN IF KNOWN AT THE TIME OF ISSUING OR SIGNING THE PRESENT GENERAL TERMS AND CONDITIONS OF SALE AND OR ENTERING INTO ANY CONTRACT, AND/OR AT THE TIME OF ISSUANCE OF THE ORDER MAY TRIGGER STOPPAGE, HINDRANCE OR DELAYS IN SELLER'S ABILITY TO PRODUCE, DELIVER, AND/OR SOURCE THE GOODS OR ADDITIONAL COST FOR THE SELLER. CONSEQUENTLY, NOTWITHSTANDING ANY OTHER PROVISION OF THE GENERAL TERMS AND CONDITIONS AND/OR OF THE CONTRACT OR ORDER, IN SUCH EVENT:

(A) THE DELIVERY SCHEDULE, PERFORMANCE SCHEDULE AND/OR LEAD TIMES SHALL BE DEEMED TO BE MERELY INDICATIVE AND ARE PROVIDED FOR INFORMATION PURPOSES ONLY AND ANY ORDER ACKNOWLEDGMENT SHALL BE DEEMED TO BE MADE "SUBJECT TO RESERVATION" IN VIEW OF THE POSSIBLE CONSEQUENCES ARISING FROM THE CIRCUMSTANCES.. SELLER SHALL INFORM THE BUYER OF ANY CHANGES IN THE CONTRACTUAL TERMS AS A CONSEQUENCE OF SAID CIRCUMSTANCES.

(B) SUCH CIRCUMSTANCES SHALL BE CONSIDERED AS A CAUSE FOR EXCUSABLE DELAY. THEREFORE, THE SELLER SHALL NOT BE LIABLE FOR ANY CLAIMS, COSTS OR LOSSES RESULTING FROM SUCH DELAYS INCLUDING, WITHOUT LIMITATION, FOR DELAY PENALTIES, LIQUIDATED OR OTHER DAMAGES. IN ADDITION, SUCH DELAYS SHALL NOT CONSTITUTE GROUNDS FOR TERMINATION FOR DEFAULT.

(C) IF SUCH CIRCUMSTANCES RENDER THE PERFORMANCE OF THE CONTRACT OR ORDER BURDENSOME AND/OR MORE ONEROUS FOR THE SELLER (INCLUDING INCREASED COSTS TO PERFORM) OR ANYWAY DO NOT ALLOW THE PERFORMANCE OF THE CONTRACT OR OF THE ORDER PURSUANT TO THE AGREED TERMS, NOT ONLY AS REGARDS PRICES BUT ALSO DELIVERY DATES AND/OR QUANTITIES, BOTH PARTIES AGREE TO RENEGOTIATE IN GOOD FAITH THE CONTRACTUAL TERMS AND ADJUST THE CONTRACT OR ORDER CONDITIONS, INCLUDING PRICING, SCHEDULING CONDITIONS, QUANTITY AND DELIVERY DATES IN AN EFFORT TO FIND A FAIR BALANCE OF EITHER PARTIES' INTERESTS AND THEIR MUTUAL OBLIGATIONS. IN THE EVENT THAT THE PARTIES ARE UNABLE TO AGREE SUCH ADJUSTMENTS WITHIN 30 DAYS OF A REQUEST FOR A RENEGOTIATION FROM THE SELLER, THE SELLER SHALL BE ENTITLED TO TERMINATE THE AFFECTED CONTRACT OR ORDER WITHOUT LIABILITY. IN SUCH CASE, THE SELLER SHALL BE PAID FOR ALL THE GOODS ALREADY DELIVERED OR MANUFACTURED INCLUDING ANY COMPONENTS AND SEMI-FINISHED PRODUCTS

PURCHASED AND/OR WORKED BY THE SELLER FOR THE MANUFACTURE OF THE PRODUCTS IN THE AFFECTED CONTRACT OR ORDER AND NOT OTHERWISE REUSABLE.

Uniflair S.p.A.

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Buyer approval

Pursuant to and for the purposes of Article 1341, of the Civil Code, Buyer specifically accepts the following clauses: 4) "Late payments and relevant interest", 5) "Retention of title", 6) "Delivery, delays and penalties"; 9) "Warranty", 11) "Liability", 12) "Ethic Code", 13) "Export", 14) "Severability, governing law and jurisdiction", 17) "Cybersecurity"; 18) Extraordinay Events

Buyer approval
