

GENERAL CONDITIONS OF PURCHASE OF GOODS AND SERVICES

1. Subject-matter of the General Conditions

- 1.1. This document contains the general conditions of purchase (hereinafter, the “**General Conditions**”) that govern the fulfilment of orders of Santex S.p.A./ Santex HC S.r.l. / Santex MD S.r.l. by its Suppliers, as defined below, in relation to the supply of goods and the provision of services, and supplement the specific terms and conditions of each order set out in the order form or in the relevant framework agreement, where entered into (hereinafter, individually, the “**Order** and, jointly with the General Conditions, the “**Agreement**”).
- 1.2. For the purposes of these General Conditions, the terms referred to below – where starting with a capital letter – shall have the meaning ascribed to them set out below:
 - “**Santex**”
 - means Santex HC S.r.l. with registered office in Milan, Via San Giovanni Sul Muro 1, fiscal code 11495250968 and registration number at the Companies’ Register of MILAN 11495250968,
 - means Santex MD S.r.l. with registered office in Milan, Via San Giovanni Sul Muro 1, fiscal code 11495230960 and registration number at the Companies’ Register of MILAN 11495230960,
 - means Santex S.p.A. with registered office in Milan, Via San Giovanni Sul Muro 1, fiscal code 00860580158 and registration number at the Companies’ Register of MILAN 00860580158.
 - “**Goods**” – means the tangible or intangible goods sold by the Supplier to Santex.
 - “**Order Confirmation**” – means the express written acceptance by the Supplier of the relevant Purchase Order issued by Santex, to be transmitted by the Seller in accordance with the provisions of Article 3.
 - “**Supplier**” – means the natural person or legal entity acting, in relation to the Agreement, in the exercise of its trade, business, craft or profession, who accepts (and signs) the Order for the sale of its Goods or the provision of its services.
 - “**Intellectual Property Rights**” – means patents, designs, trademarks, trade names, domain names, inventions, copyrights, logos, symbols and related rights, know-how or any other intellectual or industrial property right, whether registered or not.
 - “**Force Majeure**” – means any event or circumstance not reasonably foreseeable or beyond reasonable control or which, even if foreseeable, could not have been avoided by exercising the diligence, care and skill of a reasonable and prudent operator.
 - “**Incoterms**” – means the set of commercial terms published by the International Chamber of Commerce of Paris and known as “International Commercial Terms” or, in short, INCOTERMS, in the version in force at the time of conclusion of the Agreement.
 - “**Confidential Information**” – means any and all information disclosed in any form whatsoever - including, by way of example and not limited to, verbally or on paper, electronic or magnetic support, by telematic means or by direct vision - by Santex to the Supplier on the occasion of and/or in relation to the negotiation, signing and/or execution of each Agreement, such as, by way of example: (i) the terms and conditions of the Agreement itself as well as any and all information and documents relating to the negotiations preceding the signing of the Agreement (such as, by way of example, requests for estimates, technical and economic offers, quotations, etc.); (ii) any information therein relating to the negotiations that preceded the signing of the Agreement. (iii) any information, including, *inter alia*, any information or data of a technical, strategic, economic or commercial nature, in any event relating to the business activity, affairs and/or assets of Santex, including any technical material, sample, model, technical or technological documentation made available to the Supplier by Santex for the purposes of performing the Agreement; (iii) all the technical studies, analyses, compilations or other documents prepared by the Supplier, also through the use of the Confidential Information referred to in points (i) and (ii) above, by or on behalf of Santex or, in any case, during the performance of the activities contemplated by each Agreement;
 - “**Order**” – means each order form for the purchase of Goods or Services, as defined below, issued by Santex to the Supplier.
 - “**Parties**” – means, collectively, Santex and the Supplier, also referred to individually as a “**Party**”.
 - “**Price**” – means the amount due by Santex to the Supplier as a consideration for the purchase of the Goods or Services, as defined below, as set out in the Agreement from time to time.
 - “**Service**” – means any service provided by the Supplier to Santex, including, but not limited to, the performance of work falling within the scope of contracts under Article 1655 of the Italian Civil Code and the performance of work falling within the scope of intellectual work under Article 2230 of the Italian Civil Code.
 - “**Technical Specifications**” – means the technical specifications (describing, *inter alia*, quality, functional and application characteristics) of the Goods and Services, as described in the relevant Order from time to time.
 - “**Santex Factory**” means the Santex factory as follows:
 - Santex HC S.r.l. : Via Alberto Santurro, 2 36040 Sarego Località Meledo (Vi)
 - Santex MD S.r.l.: Via Massina, 10 – 36040 Sarego (Vi)
 - or as otherwise specified in the Agreement where the Goods will be made available.

2. Effectiveness of the General Conditions

- 2.1. The acceptance of the Order by the Supplier shall involve the acceptance and entry into force of the General Conditions, which shall be deemed an integral part of the Order. The General Conditions shall apply for the entire term of the Order until delivery or complete fulfilment of the Order.

- 2.2. Each Order entered into between Santex and the Supplier shall be governed exclusively by the terms and conditions set out in the relevant Order and in these General Conditions as well as by any specific amendments pursuant to paragraph 5 of this Article, except for any other terms or conditions that may be specified and/or mentioned by the Supplier and not expressly accepted by Santex.
- 2.3. For the sake of clarity only, where Orders are for the purchase of Goods only, the provisions of these General Conditions relating specifically and exclusively to Services shall not apply. Conversely, where Orders are for the provision of Services only, the provisions of these General Conditions relating specifically and exclusively to Goods shall not apply. Furthermore, in consideration of the type of Goods or Services ordered, some specific provisions of these General Conditions may not apply directly.
- 2.4. In the event of any conflict or inconsistency between the provisions set out in the Order and the General Conditions, the provisions set out in the Order shall prevail.

3. Purchase Order

- 3.1. The issue of any Order by Santex shall be considered by the Supplier as a contractual proposal pursuant to Article 1326 of the Italian Civil Code and under no circumstance may it be considered as acceptance, either in whole or in part, of any proposal and/or offer previously made and/or submitted to Santex by the Supplier.
- 3.2. If the Supplier intends to accept the Order received, the Supplier shall transmit an Order Confirmation to Santex, making reference to the same number of Santex Order which, for that purpose, shall be returned duly dated, signed and countersigned on each page by an authorised representative of the Supplier. The Order Confirmation, duly filled in and signed as above, must be received by Santex within 5 working days of receipt by the Supplier of the Order, without prejudice to the right of Santex to consider the Order Confirmation effective even if it is received late.
- 3.3. Should the Order Confirmation transmitted to the Seller include any amendment, supplement, reservation and/or derogation from the content of the relevant Order (including these General Conditions), the Order Confirmation shall be automatically deemed as a new contractual proposal made by the Supplier that, as such, may be freely refused by Santex for all contractual and legal purposes and at its sole discretion.
- 3.4. Unless otherwise agreed by the Parties, Orders shall be issued in writing and shall contain at least the following elements, in addition to the Technical Specifications:
 - the identification number of the Order and the internal Santex codes identifying the Goods or Services that are the subject of the Order;
 - price or consideration, terms and conditions of payment.

4. Prices, invoicing and payment methods

- 4.1. The Prices set out in the Order are fixed (except in cases where the Price, or part thereof, is linked to indexation) and cannot be subject to revision. The Prices shall be all-inclusive and shall include transport and packaging costs, travel, board and lodging costs of the Supplier's personnel employed in the purchase and sale of the Goods or the performance of the Services, insurance costs as well as any further costs and/or expenses relating to the purchase and sale of the Goods or the performance of the Services which shall be borne exclusively by the Supplier, unless otherwise specified in each Purchase Order. All consideration shall be net of VAT.
- 4.2. The Supplier shall issue the invoice(s) relating to the Prices set out in each Order, in accordance with the regulations applicable from time to time, specifying in each invoice (i) the Order number, (ii) the relevant delivery note numbers, (iii) Santex internal codes identifying the Goods or Services, as set out in the Order, (iv) the description of the Goods or Services to which the invoice refers. Invoices for Orders that do not meet the invoicing requirements set forth in the Order shall not be processed.
- 4.3. All invoices, accompanied by the documentation relating to the Contract, shall be sent by certified mail to the following addresses, divided by Company:

Santex HC S.r.l. : santexhc.srl@legalmail.it	SDI CODE: A4707H7
Santex MD S.r.l. : santex.md.srl@legalmail.it	SDI CODE: A4707H7
Santex S.p.a. : amministrazione@cert.santex.it	SDI CODE: A4707H7
- 4.4. Santex shall therefore pay the Price(s) set out in the Order to which the invoice refers, in compliance with the payment terms and methods set out in the Order.
- 4.5. The payment of the Price pursuant to paragraph 4 above shall in no case be interpreted as implicit acceptance of the Goods or Services by Santex; consequently, in no case shall such payments be considered as a waiver by Santex of the right to refuse the Goods or Services not complying with the relevant Agreement or any other right or faculty that Santex may have against the Supplier pursuant to the Agreement and/or applicable statutory provisions.

- 4.6. Without prejudice to the provisions of Articles 7 and 8 below, Santex may refuse to pay invoices if the Order is not carried out in accordance with the terms and conditions applicable to that Order (including, but not limited to, non-conformities relating to the quality of the Goods and Services or delivery terms).

5. Deliveries

- 5.1. The Supplier shall deliver the Goods or perform the Service under the Order strictly at the place, on the date and in the manner specified in the Order. Unless otherwise stated in the relevant Order, Goods shall be delivered according to the criteria set out hereinafter:
- Delivery Duty Paid (DDP) Santex Factory, in accordance with Incoterms;
 - the liability for the Goods shall be transferred from the Supplier to Santex only once the Goods have been expressly accepted by Santex and the Supplier agrees that the delivery of the Goods to the Santex premises shall not imply acceptance of the Goods themselves; in any event, acceptance by Santex of any Good shall not prejudice the rights of Santex in relation to defective and/or non-conforming Goods;
 - the Goods shall be packaged by the Supplier in such a way that they can be (i) handled, transported and stored without deterioration once delivered, in compliance with the requirements set out in the Order; and (ii) easily identified by Santex by means of specific indication of the various identification codes in the Order, to be affixed to the external packaging of the individual Goods;
 - notwithstanding any other documentation that shall be delivered to Santex together with the Goods, the delivery of the Goods shall be accompanied by a delivery document stating (a) the identification code of the Goods, as set out in the Order (b) the order, if set out in the Order, (c) the date of delivery of the Goods, (d) the place of delivery of the Goods, (e) the Order number of Santex, (f) the quantity of the Goods delivered and (g) any remarks, if any;
 - the Goods shall be designed, manufactured, packaged, stored and transported in full compliance with any and all applicable statutory requirements.
- 5.2. Should the Supplier fail to comply with the delivery terms set out in the Order, and the delay is not attributable to *force majeure*, Santex shall be entitled to charge the Supplier a penalty equal to 85% of the Purchase Price for each full week of delay, without prejudice to its right to compensation for greater damages. The relevant penalty shall not exceed 85% of the Order price. If delay in delivery is such as to give Santex the right to request the maximum penalty and the Goods or Service have not yet been delivered or provided, Santex shall be entitled to terminate the Agreement in accordance with Article 1456 of the Italian Civil Code, without prejudice to any further damages.

6. Quality

- 6.1. The Goods delivered and Services provided shall conform to the technical standards and Technical Specifications set out in the Order and to the highest quality and operating standards generally adopted in the relevant industry for Goods or Services similar or comparable to those delivered or provided and suitable for the specific use for which they are intended.
- 6.2. All deliveries of Goods and performance of Services shall be accompanied by the necessary quality documentation and certification, which shall ensure the conformity of the Goods or Services, as the case may be, with applicable laws, technical specifications and quality requirements, having regard to the provisions of paragraph 1 above.
- 6.3. Santex reserves the right to carry out spot checks in order to verify the conformity of the Goods or Services with the above-mentioned regulations, standards and technical specifications. In no case shall inspections, requests for information or documentation, suggestions or instructions for intervention, collaboration, joint actions or communications in general by Santex to the Supplier aimed at notifying, recognising or resolving quality incidents be interpreted as a waiver by Santex to claim the relevant liability of the Supplier in relation to the foregoing.
- 6.4. Should the Supplier become aware of any defect or deviation from the technical, qualitative or operational standards such as to jeopardise the safety of the Goods, the Supplier shall immediately notify Santex, also in order to allow the prompt commencement of the procedure for the withdrawal of the batch in accordance with the applicable legislation, without prejudice to the provisions of the following Article 7.

7. Warranty on Goods

- 7.1. The Supplier warrants that Santex shall acquire full ownership and availability of the Goods, free from liens, pledges, privileges, usufruct, encumbrances, damages or other restrictions of any kind.
- 7.2. The Supplier warrants that, for a period of 24 months from the date of delivery and until the date of expiry, the Goods (a) shall be free from defects in materials or components, workmanship and/or design, (b) shall have the basic and essential qualities to be marketed and for their intended use, (c) shall conform with the standards and Technical Specifications and related technical documentation (including also, but not limited to, compliance with the requirements set out in Article 6 above), and (d) shall comply with any further terms and/or conditions set out in the relevant Order, including for the purposes of Article 1512 of the Italian Civil Code.
- 7.3. If a Good is faulty or, in any case, does not comply with the above warranty, Santex may choose, by promptly giving written notice thereof to the Supplier at any time during the relevant warranty period (also in derogation of any different deadlines provided for by Articles 1495 and 1512 of the Italian Civil Code), according to its preference and at its sole discretion (and the Supplier shall be obliged to act accordingly), any of the following options:

- ask the Supplier to repair or replace the Goods, in both cases free of charge. The Supplier shall repair or replace the Goods, according to Santex's instructions, within a reasonable period of time depending on the urgency and nature of the Goods to be repaired. In any case, the Supplier shall repair or replace the Goods no later than 30 days from Santex's request or any longer period deemed necessary by Santex at its reasonable discretion, taking into account the nature and characteristics of the supply; or
 - repair the Goods or have them repaired by third parties chosen by Santex, and ask the Supplier to indemnify Santex for the relevant costs and expenses that Santex may have incurred, either by direct reimbursement of said costs and expenses, or by offsetting any consideration due to the Supplier and not yet paid by Santex with the amount corresponding to said costs and expenses, or by deducting an amount corresponding to said costs and expenses from the purchase price of any Goods, as requested by Santex; or
 - purchase from a third party new Goods to replace the defective and/or non-conforming Goods delivered by the Supplier and request the Supplier (who hereby gives its consent) to indemnify Santex for the price paid for the purchase of said new Goods and for any other costs or expenses that Santex may have incurred, either by means of direct reimbursement of such consideration, costs and expenses, or by offsetting any consideration due to the Supplier and not yet paid by Santex with the amount corresponding to such consideration, costs and expenses, or by discounting an amount corresponding to such consideration, costs and expenses from the purchase price of any further Goods, as requested by Santex.
- 7.4. Should the Supplier fail to repair or replace the Goods or fail to reimburse, offset or discount the consideration, costs and expenses incurred by Santex for repairing the Goods or having them repaired by third parties or for purchasing new Goods from third parties, Santex will be entitled to refuse to make any payment due to the Supplier until the Supplier has fulfilled all its obligations; and
- 7.5. In any case, the Supplier shall indemnify and hold harmless Santex from any claim made by third parties in relation to any damage suffered, even after the expiry of the warranty period referred to in these General Terms, in relation to the defective Goods or any Goods not compliant with the foregoing warranty.

8. Warranty on the Services

- 8.1. The Supplier warrants that the Services provided to Santex shall conform to the standards, the Technical Specifications and the related technical documentation (including, but not limited to, compliance with the requirements set forth in Article 6 above), as well as to the further terms and conditions set forth in the relevant Order.
- 8.2. Acceptance of the Services by Santex shall not exclude the Supplier's liability towards Santex in accordance with the warranty set forth in these General Conditions.
- 8.3. In the event of non-conformity or defect of the Services, Santex may choose, by giving notice thereof to the Supplier, according to its preference and at its sole discretion (and the Supplier shall be obliged to act accordingly) any of the remedies provided for by Articles 7.4 and 7.5 above, *mutatis mutandis*.
- 8.4. In any case, the Supplier shall indemnify and hold harmless Santex from any claim made by third parties in relation to any damage suffered, even after the expiry of the warranty period referred to in these General Terms, in relation to any Service not compliant with the foregoing warranty.

9. Supplier's obligation to indemnify

- 9.1. The Supplier undertakes to compensate and fully indemnify and hold harmless Santex from any damage, loss, burden, cost or expense (including reasonable legal fees) that Santex may incur as a result of claims made against Santex by end customers (including, but not limited to, with reference to the use of defective and/or non-conforming Goods or Services in the production of products and/or the provision of services and works by Santex to its end customers), competent authorities and/or any other third party in relation to:
- i. failure by the Supplier to supply Goods or Services in accordance with the provisions of the relevant Order;
 - ii. breach by the Supplier of obligations, representations and warranties assumed and given by the Supplier pursuant to Articles 6, 7 and 8 above as well as provided for by the applicable law.

10. Insurance

- 10.1. If agreed between the Parties at the time of the Order, the Supplier shall take out insurance policies to cover the risk of damage to third parties resulting from its activity and its Goods and/or Services and such policies shall remain valid and effective until the Order has been fully performed.
- 10.2. Santex may request copies of the insurance policies from the Supplier at any time, as well as the documentation that confirms the timely payment of the relevant premiums.

11. Supplier's employees

- 11.1. With respect to Orders relating to the provision of Services, the Supplier undertakes the following obligations:

- to use only its own specialized, fully trusted and skilled employees, adequate in number and quality to the nature of the Service to be provided;
 - to ensure, under its own full and exclusive responsibility, compliance with all salary, social security, insurance and health and safety obligations with respect to its employees, as provided for by the laws and/or regulations in force, as well as to assume responsibility for all other charges and expenses relating to its own employees engaged in the fulfilment the relevant Order;
 - to provide Santex with the Unified Tax Compliance Certificate ("D.U.R.C."), where applicable, or any other document certifying the due fulfilment by the Supplier of its social security contribution obligations towards its employees in accordance with the provisions of any applicable foreign legislation, at least on a quarterly basis.
- 11.2. In the event of breach of any of the above provisions, Santex shall have the right to suspend payments due to the Supplier until the delivery and/or full completion of the relevant documentation as requested above, without prejudice, in any case, to Santex's right to terminate the relevant Orders due to breach by the Supplier.
- 11.3. The Supplier undertakes to indemnify and hold harmless Santex (or Santex's successors or assignees) against any claims, actions, costs, expenses, damages (with express inclusion of indirect and consequential damages, including loss of profit and damage to reputation) and liabilities that may, however, arise at any time (including, but not limited to, for taxes or court costs) as a result of or in connection with claims made by insurance institutions (INAIL, INPS and any other similar institution in Italy or elsewhere) and/or employees and/or third parties claiming to be employees (of the Supplier and/or of its subcontractors, if any) for the breach of applicable laws on safety, security, insurance, contributions and labour assistance.

12. Intellectual Property Rights

- 12.1. The Supplier represents and warrants that it is the sole and exclusive legitimate owner and/or, in any case, that it may legitimately and freely dispose of all the Intellectual Property Rights relating to the Goods (including the relevant documentation, if present) to the extent necessary to completely fulfil all the obligations assumed under the Agreement; in particular, the Supplier represents and warrants that under no circumstances the use of the Goods by Santex (including but not limited to the use of the Goods in Santex production processes and/or the subsequent resale of the Goods to third parties as part of a complex product, or otherwise) shall imply or determine, even only indirectly, the infringement of any Intellectual Property Rights of any third party.
- 12.2. By signing the relevant Agreement, the Supplier shall grant Santex a free licence for all the Intellectual Property Rights relating to the Goods necessary and/or appropriate in order to use the Goods pursuant to the Agreement and in accordance with the terms mentioned above (including the right to freely use the relevant Documentation also for the purpose of including it or reproducing it, in whole or in part, in the user manuals and technical documentation relating to the Goods made and sold by the Purchaser).
- 12.3. It is understood that all Santex's Intellectual Property Rights to which the Supplier may have access in the supply of the Goods or performance of the Services shall remain the exclusive property of Santex.

13. Use of Trademarks and Distinctive Signs

- 13.1. The Supplier undertakes not to use the name or trademarks and distinctive signs used or owned by Santex and, in any case, any other denominative, figurative, mixed or form trademark derived or derivable from the aforementioned distinctive signs and, in the event of breach of the foregoing obligation, the Supplier shall be obliged to remove or immediately cancel all the aforementioned names, trademarks or distinctive signs from any and all materials, commercial documents or letterheads used in its business activity as well as to indemnify and hold harmless Santex and its employees from any damage, cost and/or expense that Santex may incur as a consequence of the foregoing.

14. Safety at work

- 14.1. The Supplier undertakes to strictly comply with all the regulations in force on hygiene and safety in the workplace and to use means and equipment that are in compliance with the legislation in force, with particular but not exclusive reference to the provisions of Legislative Decree No. 81/2008, as well as to fulfil all the obligations provided for under the aforementioned legislation in force.

15. Confidentiality

- 15.1. With the exception of disclosure obligations imposed by law, regulation or any other provision adopted by any competent authority, the Supplier undertakes (i) to keep strictly confidential and secret all Confidential Information and not to disclose, in whole or in part, its content to any third party either during or after the termination, for whatever reason, of the Agreement; (ii) to treat the Confidential Information with the same degree of diligence that the Supplier uses when treating its own information; (iii) not to use and/or acquire the Confidential Information except to the extent strictly necessary for the sale or purchase of the Goods or the performance of the Services and, in general, for the proper fulfilment of the contractual obligations assumed by the Supplier under each Agreement (iv) not to make copies of any document relating to or containing Confidential Information without the written consent of Santex; (v) not to use the Confidential Information in a way that is prejudicial to Santex; (vi) to ensure and see to it that, also pursuant to and for the purposes of Article 1381 of the Italian Civil Code, any third party to whom any Confidential Information is disclosed for the purposes of the relevant Agreement uses the Confidential

Information in full compliance with the obligations and restrictions set out in these General Conditions. In the event that disclosure becomes compulsory because it is imposed by law and/or any order of a competent authority, the Supplier undertakes to adopt all reasonable efforts to agree with Santex which information shall be disclosed within the limits strictly necessary to fulfil the obligation in question.

- 15.2. In addition, the confidentiality obligations referred to in this Article shall not apply to information that has been acquired by the Supplier independently and not as a result of (or in connection with) the performance of the relevant Agreement and, in any event, not in breach of the obligations herein.
- 15.3. No communication to the public, including, without limitation, announcements or advertising, relating to each Agreement or any transaction contemplated therein may be made by the Supplier unless previously agreed in writing with Santex.
- 15.4. The confidentiality obligations referred to in this article shall remain in force for the entire term of each Agreement and for a period of five years following its termination, for whatever reason.
- 15.5. The Parties mutually consent to the processing of their respective personal data, which they undertake to process in accordance with the principles and precepts of EU Regulation No. 679/2016 and Legislative Decree No. 196/2003. Each Party shall act as Autonomous Controller with respect to the processing of any personal data that may be processed in connection with each Agreement.

16. Administrative liability of legal entities pursuant to Legislative Decree 231/2001

- 16.1. In carrying out its, internal and external, activities Santex refers to the principles contained in the organisation, management and control model (the "Model") and in the code of ethics and conduct (the "Code of Ethics") adopted by the Board of Directors of Santex pursuant to Legislative Decree 231/2001 and published on the institutional website of the same (www.santex.it). In relation to the above, with the conclusion of the Agreement, the Supplier guarantees that the activities performed shall take place according to criteria of transparency, fairness and loyalty and in compliance with the provisions of the laws and regulations in force.
- 16.2. In particular, the Supplier, in performing the activities covered by the Contract, declares that it has read and is familiar with the contents of the Model and the Code of Ethics adopted by Santex.
- 16.3. In the event of breach, even partial, of the provisions of this article and/or of the provisions contained in the Model and/or in the Code of Ethics, and/or in the event of prejudicial events occurring for reasons directly attributable to such breaches, Santex will be entitled to terminate the Agreement pursuant to Article 1456 of the Italian Civil Code, without prejudice to Santex's right to claim compensation for the damage suffered.

17. Non-assignment of receivables arising from each Agreement

- 17.1. Pursuant to the provisions of Article 1260, paragraph 2, of the Italian Civil Code, the Supplier shall not assign to any third party, either in whole or in part, for any reason whatsoever, any receivable due from Santex under each Agreement, without Santex's prior written consent.

18. No exclusivity rights

- 18.1. The General Conditions, each Order and Agreement, as well as any other agreement between the Parties, whether verbal or written, present or future, may for no reason or cause be interpreted in such a way as to entail exclusivity in the interest of the Supplier or, in any case, an obligation on the part of Santex to operate under an exclusive regime, in whole or in part, in favour of the Supplier. Therefore, Santex is and shall remain completely free to negotiate with any other third party interested in the sale of the Goods or Services sold by the Supplier or of similar products.

19. Notices

- 19.1. Any notice or communication between the Parties in relation to the Agreement shall be in writing and shall be deemed to have been effectively delivered or notified if delivered by hand or sent by registered letter with return receipt or by certified mail (PEC) or by e-mail, to the addresses indicated in the Order.

20. Governing law and Competent court

- 20.1. The Contract shall be governed by and construed in accordance with Italian law. Any dispute arising in connection with each Agreement, including in connection with its interpretation, performance or termination, shall be submitted to the exclusive jurisdiction of the Court of Milan.

[NOTE: draft provision to be included at the bottom of the purchase order of Santex S.p.A./ Santex HC S.r.l. / Santex MD S.r.l. in order to refer to the general conditions of purchase]

“For all matters not provided for in this Purchase Order, the purchase of Goods or provision of Services by you in favour of Santex S.p.A./ Santex HC S.r.l. / Santex MD S.r.l. (hereinafter, the “Company”), shall be governed by the General Conditions of Purchase of Goods and Services of the Company attached to this Purchase Order as “Annex A” (which are to be considered as expressly referred to herein as an integral and substantial part of this Purchase Order and are hereinafter referred to, for the sake of simplicity, as the “General Conditions”). Therefore, for the sake of clarity only, it is understood that, if you accept this Purchase Order, the sale of Goods or the provision of Services by you in favour of the undersigned Company shall be governed exclusively by the General Conditions as supplemented by the specific technical and economic conditions contained in this Purchase Order (as well as any other documentation attached hereto). In case of discrepancy between the provisions of this Purchase Order and those of the General Conditions of Purchase of Goods of the Company, the provisions of this Purchase Order shall prevail for all contractual and legal purposes.”

[NOTE: draft purchase order acceptance clause to be placed at the bottom of the purchase order]

“For acceptance of this Purchase Order:

The Supplier

Signature: _____

Name: _____

Position: _____

Place _____ and Date: _____”

[NOTE: draft provision pursuant to Articles 1341 and 1342 of the Italian Civil Code to be inserted at the bottom of the purchase order (immediately after the space provided for the first signature for acceptance of the order by the Supplier)].

“Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the Supplier declares that it has carefully read and expressly and specifically accepts the provisions set out in the following articles of the General Conditions, and namely Articles: 3 (Purchase Order); 4 (Prices, Invoicing and payment method); 5 (Deliveries); 6 (Quality); 7 (Warranty on Goods); 8 (Warranty on Services); 9 (Supplier’s Indemnity Obligations) 10 (Insurance); 12 (Intellectual Property Rights); 13 (Use of Marks and Distinctive Marks); 16 (Administrative Liability of Legal Entities pursuant to Legislative Decree 231/2001); 17 (Non-assignment of receivables from each Agreement); 20 (Governing Law and Competent Court)”.

For acceptance,

The Supplier

Signature: _____

Name: _____

Position: _____

Place _____ and Date: _____”
