

TP REFLEX GROUP

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. DEFINITIONS

Capitalized terms used under these general terms and conditions shall have the following meaning.

"Affiliates": means with respect to a Party, all entities directly or indirectly controlling, controlled by, or under common Control with the same Party.

"Closed Order": means a request, addressed from the Purchaser to the Supplier in writing, by electronic means or otherwise, for the purchase of a specified quantity of Products, with related price and delivery date.

"Codesign": means the joint implementation of research, design, testing and/or development activities by the Supplier and the Purchaser for the purpose of developing and manufacturing the Products.

"Compliance of the Products with Terms" or to **"Comply with Terms"**: means, with reference to the Products: (i) the Products comply with (a) the Regulatory Standards, (b) the specifications agreed by the Parties or provided by the Supplier in any accompanying document of the Products and (d) any other provisions provided for by the Supply Contract (including, but not limited to, any provisions concerning the documents associated with the Products or concerning their delivery); and (ii) the Products are free from any defects in design, materials and workmanship, are merchantable, reliable and fit for their purpose and perform in such a manner to ensure the safe and proper operation of Components for their intended application, when declared by the Purchaser or reasonably known by the Supplier.

"Components": means highly technological components or complex systems in plastic materials, with high technological content, as well as electromechanical components, also equipped with electronic elements for water and fluids management for washing machines and other

industrial applications, which are manufactured by the use of the Products.

"Control": means the ownership of at least fifty percent (50%) of the equity or beneficial interests of an entity, or the right to vote for or appoint the majority of the board of directors or other governing body of an entity, or the power to direct the management of an entity (the term controlled by or controlling shall have the corresponding meaning).

"Defect": means the non-Compliance with Terms of a Product.

"Defective Product": means a Product affected by a Defect.

"Final Customers": means the customers to which the Purchaser resale the Products or to which Purchaser supply Components manufactured by the use of Products.

"Force Majeure" shall have the meaning set forth by Section 23.

"GTC": means these general terms and conditions of purchase.

"ICC Incoterms": means standard contractual terms and conditions governing the delivery of goods and allocating responsibilities, obligations and transfer of title of the Parties to Supply Contracts, as periodically published by the International Chamber of Commerce.

"Open Order": means a request, addressed by the Purchaser to the Supplier in writing, by electronic means or otherwise, concerning the purchase of the Products, providing general terms governing their supply (e.g. part numbers, delivery terms, prices, etc.) without any initial determination of the quantity of the Products to be supplied and which governs supplies of Products in accordance with Program Order issued from time to time by the Purchaser.

“Order”: means an Open Order and/or a Closed Order.

“Parties(y)”: means jointly the Purchaser and the Supplier or severally each of them.

“Products”: means the products, including all components, raw materials and subassemblies thereof supplied by the Supplier to the Purchaser pursuant to a Supply Contract.

“Program Orders”: means documents by which the Purchaser schedules deliveries of certain quantities of Products during a certain time period, by indicating certain delivery dates and defining binding quantities to be delivered and also, eventually, non-binding forecasted quantities for future supplies which are not binding for the Purchaser.

“Purchaser”: means the entity among TP Reflex Italy., TP Reflex Poland, TP Reflex Turkey or their Affiliates issuing an Order or being a party in a Supply Contract, as applicable.

“Regulatory Standards”: means any provision of any applicable law, or regulatory or administrative provision or administrative or jurisdictional order or decree that may apply to the design (unless design is provided by the Purchaser), production, sale, import or distribution of the Products ,of Components in which Products are incorporated, or of Tooling, as applicable, currently in force in the countries where: (i) the Purchaser has its registered office; (ii) the Tooling are delivered (iii) the Components are marketed by the Purchaser or by third parties as of the date of the delivery to Purchaser of Products, or Products are to be marketed in the future to the extent the Supplier is or should be aware of it by applying customary care.

“STF” means: STF S.p.A., with registered office AT Via Mazzini 68/A, Ternate (VA), Italy, VAT No. 03662250129.

“Supplier”: means the company executing these General Terms and its Affiliates to which an Order is addressed or from which an offer is requested for the purpose of issuing an Order.

“Supply Contracts”: means the Orders and/or the specific agreements for the supply of the Products entered into from time to time by the Purchaser and the Supplier.

“Trademark”: means any trademark or logo owned by or licensed to or used at whatsoever title by the Purchaser.

“Technical Information”: means any information on any support relating to, or incorporating: (i) any industrial property rights owned by or licensed to the Purchaser (such as patents, utility models, drawings and registered models or other intellectual property rights); and/or (ii) any manufacturing procedures, technical or technological know-how which is not within the public knowledge (although not covered by intellectual or industrial property rights) under any form or mean available (including, by way of example and not of limitation, specifications, standards, drawings, models, samples, prototypes, methods, instruments, databanks, technical specifications) owned by or licensed to the Purchaser or any of its Affiliates; and/or (iii) any specific studies, plans, documents prepared by the Purchaser or on behalf of the Purchaser.

“Tooling”: means any and all tools, jigs, fixtures, dies, moulds, models and/or other equipment, including related software, specifically manufactured or adapted for manufacture or quality control of Products.

“TP Reflex Italy”: means TP Reflex Group S.p.A., with registered office at Via Cesare Battisti 91, 21040, Venegono Superiore (VA) - Italy, VAT No. 00196620124.

“TP Reflex Poland”: means TP Reflex Polska Sp.z.o.o., with registered office at Ul. Przemyslowa, 11, 58-130 Zarow, Poland, VAT No. PL5252333844.

“TP Reflex Turkey”: means TP Reflex Turkey Uretim Anonim Sirketi A.S., with registered office at Tuzla kimya sanaycileri osb melek aras Bulvari, 61, 34956 Istanbul, Turkey , VAT No. TK 8590598608.

“Working Days”: means all days of a week except for Saturdays, Sundays and bank holidays at the registered offices of the Supplier and of the Purchaser which are parties to a Supply Contract.

Terms as defined above, when used in singular shall have the corresponding meaning when used in singular.

2. OBJECT

2.1 These general terms and condition of purchase (“GTC”) set forth the terms and conditions pursuant to which the Supplier agrees to supply and the Purchaser agrees to purchase from the Supplier (a) the Products for their resale to, or their use for manufacturing of the Components destined to, Final Customers, as original equipment or service parts or (b) of Tooling.

2.2 The Supplier's general terms and conditions of sale shall not apply, even if reported or referred to in the Supplier's offers, invoices or other documents.

2.3 The Supplier agrees to supply the Products or Tooling, as applicable, in accordance with these GTC, including any additional terms stated in the Supply Contracts, which constitute the entire agreement between the Parties for the supply of the Products or Tooling and supersede any prior agreements having the same subject matter.

2.4 For avoidance of doubts, it is agreed and understood that in case of inconsistencies or contradictions, the provisions agreed under the Supply Contract shall prevail over those provided by these GTC.

2.5 These GTC, even if not undersigned but referred to in the Orders or Supply Contracts, shall constitute an integral and substantial part of the Supply Contract.

3. ORDERS AND ACCEPTANCE

3.1 Orders consist of requests by the Purchaser to the Supplier for the purchase of Products and/or Tooling, and are not, nor shall be construed as an acceptance of any offer of the Supplier unless it is so expressly provided in the same Order. The acceptance of Orders occurs in case of: (a) the written acceptance or acceptance by agreed upon electronic means of the Order by the Supplier; or (b) the start by the Supplier of deliveries of Products to the Purchaser; (c) Supplier, upon receipt of the Orders, fails to notify in writing or by agreed upon electronic means the Purchaser within four (4) calendar days about rejection of the same Orders by indicating its number and date of issuance.

3.2 Notwithstanding letter (c) of Section 3.1 the Purchaser will be entitled to withdraw from an Order without cause by written notice to the

Supplier until the date of receipt of the Order acceptance from the Supplier or the delivery of ordered Products, whichever occurs first.

4. SUPPLIES SCHEDULING

4.1 In case of Open Orders for continuous supplies, the Purchaser shall specify its requirements for the Products by issuing Program Orders, which shall be complied with by the Supplier.

4.2 Except for the firm Products' quantities ordered by the Purchaser, the Purchaser shall have no obligation to purchase quantities indicated in the Program Orders as a forecast for future supplies, which are provided for informational purposes only.

5. QUANTITIES

5.1 The Supplier shall supply the exact quantities of Products ordered from time to time by the Purchaser.

5.2 Should the Supplier fail to provide exact quantities of Products, the Purchaser may, at its unfettered discretion and without prejudice of any rights set forth in Section 6.4 (a), accept deliveries and change future quantities provided in the Program Orders or Orders, or otherwise, accordingly; or (b) reject quantities in excess and return them to the Supplier at the latter's sole risk and expenses, charging to the Supplier the warehousing costs borne before their shipment; or (iii) request the Supplier the immediate delivery of missing quantities, it being agreed and understood that any additional costs or expenses to comply with that request (e.g. for airfreight) shall be exclusively borne by the Supplier.

6. DELIVERY

6.1 Time is of the essence. Supplier shall deliver the Products in full compliance with the delivery dates specified in the Order, or in accordance with Program Orders.

6.2 The place of delivery of Products, the transfer of title and risks will be specified in the Orders, Program Orders, Supply Contracts, as applicable, by ICC Incoterms or otherwise. In absence of indications the delivery terms shall be FCA Supplier's plant (ICC Incoterms).

6.3 The Purchaser is entitled to return to the Supplier, at Supplier's sole risk and expenses, any Product supplied in advance to the delivery term or to charge the Supplier with the relevant storage and financial costs. Even if the Purchaser does not exercise its rights under this Section, the payment terms of the invoice of the supplies delivered in advance shall be calculated starting from the agreed upon delivery date.

6.4 In case of delays in deliveries, the Purchaser will be entitled to: (a) source from alternative suppliers, at any time, in whole or in part, the Products ordered and terminate in whole or in part the relevant Order for quantities not delivered and to charge to the Supplier any amount paid in excess for the purchase made from alternative suppliers; and/or (b) if missing or delayed deliveries cause an interruption of the Purchaser's production process or delays in supplies to Final Customers, the Supplier shall keep the Purchaser harmless and indemnified for any loss and expenses, including but not limited to documented fixed costs and labour costs as well as any additional expenses borne for the recovery of delays, and any penalty or indemnification charged by Final Customers to the Purchaser.

6.5 Without prejudice to the rights of the Purchaser to any exceeding damages, including those provided under Section 6.4 above, and the termination rights of the Purchaser set forth by Section 23.1:

- a) in case delays in deliveries not causing line-stop (i.e. the stoppage of a manufacturing line of the Purchaser or any of its Affiliates) but any manufacturing process disruptions, the Supplier shall pay to the Purchaser a penalty equal to 1% of the purchase price of quantities of Products in delays for each week of delay;
- b) in case delays in deliveries causing a line-stop, the Supplier shall pay to the Purchaser for each line in stop, a penalty of € 5,000 (five thousand/00) per day.

6.6 The foregoing penalties may be invoiced by the Purchaser or, alternatively, upon the latter's unfettered discretion, their amount may be deducted from any outstanding amount invoiced by

the Supplier, against the issuance of a corresponding debit note.

6.7 The acceptance of deliveries and/or payment of Products shall in no event be considered as acceptance by the Purchaser of the same Products both in terms of quantity and quality (including hidden defects or not), nor the waiver to any future claim against the Supplier. In particular, upon delivery, Purchaser is exempted from the obligation to check Compliance of the Products with Terms and will be entitled to raise claims for any defects (hidden or not) within six (6) months after their discovery.

6.8 The Supplier shall comply with domestic and international embargo, sanctions, export or re-export controls and limitations as well as customs laws, rules and regulation applicable at the time of delivery of the Products at the place of jurisdiction of the Supplier, the Purchaser, the Final Customers or where the Products are imported/delivered. The Supplier shall inform the Purchaser about: (i) any import/export license requirement in accordance with the foregoing laws and export controls and customs regulations; (ii) any import/export laws and regulation in force in the country of origin of the Products.

7. TRANSFER OF TITLE

Unless otherwise expressly agreed in the Supply Contract, the ownership of the Products is transferred to the Purchaser upon delivery. In case of supplies in consignment stock, the transfer of ownership shall take place upon picking of Products by the Purchaser.

8. SAFETY STOCKS AND CONTINUITY OF SUPPLIES

8.1 In case of continuous supplies, the Supplier shall keep at its plant(s) necessary safety stocks of Products at its own costs and for all terms of the Supply Contract to prevent any supply disruption. Security stock levels shall be provided in the Program Orders or separately agreed by the Parties.

8.2 Upon request, the Supplier shall consent the access to safety stocks to the Purchaser for the purpose of verifying the stocks levels and the proper management of storage conditions of the

Products, which shall be stored by the Supplier in accordance with best market practices.

9. PRICES AND PAYMENTS

9.1 Prices indicated in the Orders or in the Supply Contracts are fixed and include costs of packaging for shipment. Any change of prices shall be expressly agreed by the Parties.

9.2 Payments shall be made by wire transfer or other means eventually agreed by the parties and in strict compliance with payment terms provided in the Orders or otherwise agreed in the Supply Contracts.

9.3 Invoices shall be prepared in compliance with applicable laws, shall provide in any case at least for: i) number and date of the relevant Order, ii) quantities of Products and their part number or description, iii) number of transport documents, iv) price per unit and aggregate price, v) country of origin and v) VAT amount, when applicable. Invoices will be issued in accordance terms and conditions set forth in the Supply Contracts or otherwise agreed from time to time by the Parties. In absence of any agreement, the Supplier may issue relevant invoices only after the delivery of Products to the Purchaser.

9.4 Without any waiver to any other rights or remedies, the Purchaser will be entitled to set-off at any time from pending invoices any outstanding amount due by the Supplier and provide the latter with a corresponding debit note.

10. MODIFICATIONS OF PRODUCTS & PRICES

10.1 Upon request of the Purchaser, the Supplier shall modify Products, it being agreed and understood that in case requested modifications have a material impact on manufacturing costs of the Supplier, the Parties will agree in good faith prices adjustments.

10.2 In case modifications of Products are requested without a reasonable notice period, the Purchaser shall purchase the remaining stock of Products already manufactured by the Supplier, which shall in no event exceed the quantities of Products to be delivered according to the last relevant Orders or Program Orders issued by the Supplier before the date of the request plus all safety stock applicable at the time of the request, if

any. The foregoing purchase obligations of the Supplier shall not apply in case modifications of Products are requested due to the non-Compliance of Products with Terms and/or Regulatory Standards in force at the date of the request.

10.3 The Supplier shall not modify the Products nor the relevant manufacturing processes (including the shift of the same manufacturing lines to other locations) or materials for their production without the prior written consent of the Purchaser.

11. COMPLIANCE WITH REGULATORY STANDARDS

11.1 The Supplier shall ensure full compliance of Products and/or Tooling with the Regulatory Standards. In particular, the Supplier warrants that upon delivery the Products will comply with the then currently applicable national laws, European Union directives and regulations and the national implementation of such provisions applicable to the Products to protect the environment and health, including but not limited to Regulation 1907/2006/EC ("REACH"), Annex XVII (prohibition of hazardous substances) and Directive 2011/65/EC ("RoHS").

11.2 Prior to and with the shipment of the Products, the Supplier shall provide to the Purchaser sufficient warning notice in writing (including appropriate labels on the Products, their containers and packing) of any hazardous material that is an ingredient or a part of the Products, together with such special handling instructions as may be necessary to advise carriers and the Purchaser of how to exercise that measure of care and precaution that will best prevent bodily injury or property damage in the handling, transportation, processing, use or disposal of the Products, their containers and packing.

11.3 The Supplier shall provide each year and for entire the duration of the supplies of Products, a statement of annual validity in which it certifies the country of origin and the preferential origin of the Products in compliance with the Regulatory Standards. The Supplier shall timely notify any change in the country of origin and in the preferential origin which may occur during the relevant year. In addition, upon request, the Supplier shall provide a statement in which it

certifies the country of origin and the preferential origin of any part and material incorporated in the Products, in accordance with the reasonable requested details.

11.4 If the Supplier intends to make use of exemptions permitted by law with regard to the aforementioned provisions relating to REACH and RoHS and/or other applicable EU Directives or Regulations, the Supplier must - prior to commencement of delivery of the Product concerned - declare this intention in writing to the Purchaser for each Product, expressly indicating the specific Products concerned.

11.5 The Supplier shall keep the Purchaser harmless and indemnified from any and all losses, costs, damages and expenses incurred by the Supplier related to any failure by Supplier to comply with Regulatory Standards or related to any breach of this Section 11.

12. COMPLIANCE WITH TERMS AND WITH QUALITY AND RELIABILITY TARGETS

12.1 Before starting deliveries of Products, the Supplier shall have performed all tests agreed with the Purchaser or required by Regulatory Standards and all such additional tests and inspections as necessary to ensure, control and establish the Compliance of the Products with Terms and of their manufacturing process with quality and reliability targets agreed with the Purchaser.

12.2 Upon request, the Supplier shall:

- a) provide the Purchaser with explanations and/or documents confirming the Supplier's compliance with the provisions of Section 12.1.
- b) allow access to its plants by personnel of the Purchaser to check compliance of the manufacturing process with Section 12.1.

12.3 In the event of failure of the manufacturing process of the Supplier to comply with Section 12.1, the Supplier shall implement an improvement plan, previously agreed with the Purchaser to reach quality and reliability standards, and the Purchaser may suspend or postpone supplies of the Products until the quality and reliability targets agreed with the Purchaser are met. In such event Supplier will

be liable for delays in deliveries of Products to Purchaser.

13 WARRANTY

13.1 In addition to and without any exclusion of rights of the Purchaser provided by legal warranty according to applicable laws, the Supplier warrants, from the date the Products are delivered to the Purchaser until the earlier of twenty four (24) months from the date the Products or Components in which they are installed are delivered to Final Customer, or thirty (30) months after the Products are delivered to the Purchaser, that Products shall Comply with Terms and, in particular, that they:

- a) shall comply with the technical specifications agreed with the Purchaser and with any samples approved by the Purchaser; and
- b) shall be free from defects in materials, workmanship, manufacture and design (to the extent the Supplier, its employees, agents, contractors and/or vendors are responsible for the design); and
- c) shall be fit and sufficient for their intended use or application, when known to the Supplier.

13.2 Any claim for non compliance of Products with the warranty provided for under Section 13.1 above shall be raised by the Purchaser within six (6) months from the date the Purchaser is aware of such non-compliance (a Defective Product). In such event, upon request of the Purchaser, the Supplier, at its own costs and expenses, shall:

- a) immediately rectify or repair, as applicable, the Defective Products, or
- b) promptly deliver replacement Product(s);
- c) reimburse all costs and expenses borne by the Supplier of its Affiliates for the selection and, when applicable, storage of Defective Products;
- d) collect all Defective Products stored by the Purchaser at Purchaser's Plant for their dismantling.

13.3 If Defective Products cannot be repaired or replaced without delays affecting the manufacturing process of the Purchaser or of its

Affiliates and/or causing delays in deliveries of the Products or of Components by the Purchaser to Final Customers, the Purchaser may, without the prior consent of the Supplier and at the latter's full costs and expenses:

- a) make all necessary rectification and repair works; or
- b) terminate in whole or in part the purchase of affected Products, and source replacement products from alternative supplier(s).

13.4 In case Defective Products are detected at the plant of the Purchaser or of its Affiliates:

- a) the Supplier shall indemnify the Purchaser for all costs borne for the selection/rework or repairs in accordance with standard labour, handling, storage and administrative costs applicable at the plant in question;
- b) in case of termination of purchases of Defective Products, the Seller shall reimburse the purchase price of Products in question and indemnify the Purchaser for relevant damages.

13.5 In addition to the above, and without prejudice to any other remedies provided by applicable laws in favour of the Purchaser, the Supplier shall keep the Purchaser and its Affiliates harmless and indemnified from any further damages, costs and expenses arising out of the sale of Defective Products or defective Components, when defectiveness of Components is caused by Defective Products.

14 WARRANTY FOR TOOLING

14.1 The Supplier warrants that: all Tooling delivered (i) shall comply with Specifications agreed with the Purchaser; and (ii) shall be free from defects in title, materials, workmanship, manufacture and design and (iii) shall be fit and sufficient for their intended purpose, including without limitation that they will be capable of producing the relevant Products in the volumes projected by the Purchaser.

14.2 In case of breach of Section 14.1, Sections 13.2, 13.3 and 13.5 shall correspondingly apply *mutatis mutandis* and therefore those Sections shall apply also to the supply of defective Tooling.

15. PRODUCT LIABILITY & INSURANCE

15.1 The supplier shall keep harmless and indemnified the Purchaser from any and all claims raised by any third party for damages, including but not limited to damages to third parties' property, bodily injuries and death, that is due to failure of Products or of Tooling, as applicable, to Comply with the Terms and/or the warranties set forth respectively by Sections 13 and 14.

15.2 The Supplier shall keep into force adequate insurance policy with first ranking insurance carrier against third party liability and, if so specifically requested, against recall campaigns for all the term of the Supply Contract. Upon request, the Supplier shall provide the Purchaser with copy of relevant insurance policy and reasonable documentary evidence of payment of relevant premiums.

16. RECALL CAMPAIGNS

16.1 In case of supplies of Defective Products or of Products not in Compliance with Terms even after the expiration of the warranty period indicated under Section 13.1, exceeding the normal failure rate applicable in the reference market, and such defectiveness is attributable to the responsibility of the Supplier, the Purchaser, upon its unfettered discretion, or due to an order of a competent government authority or a request of Final Customers, may implement a recall campaign or other preventive measures for the collection and replacement of entire lots of Products potentially affected by Defects or potentially not in Compliance with Terms.

16.2 In such event the Supplier shall: (i) provide the Purchaser, with utmost urgency, with the Products required to perform the recall/safety campaign, at no extra charge or burden for the Purchaser and without suspending or postponing the delivery programs concerning the normal supply of the Products; and (ii) reimburse the Purchaser for all costs for the purchase, handling, packaging, shipping and transport the Products to be replaced, as well as with costs for the operations required to replace and/or repair the Products and to identify also in cooperation with Final Customers the products on which Products and/or relevant Components apply in the recall campaign, together

with any other cost incurred in connection with the carrying out of said campaign.

17. DESTRUCTION OF DEFECTIVE PRODUCTS

The Supplier shall not place on the market and shall destroy the Defective Products returned by the Purchaser, as long as the recovery by additional manufacturing of said Products in favour of the Purchaser has not been agreed upon in writing by the Parties. The Purchaser shall have the right to inspect and control the Supplier's compliance with the obligations set forth in this Section.

18. TRADEMARKS

18.1 The Supplier shall mark the Products and their packaging with the Trademarks if so requested by the Purchaser in accordance with the latter's instructions. The application of a specific Trademark, alone or in combination with Supplier's trademark, to the Products shall in no event mean that the Supplier has obtained any license to use such Trademarks.

18.2 The Supplier shall supply the Products, on which the Trademarks have been applied pursuant to the provisions of Section 18.1, exclusively to the Purchaser, its Affiliates or any third party indicated from time to time by the Purchaser.

19. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

19.1 Any information, data, know-how, patents, patent applications and statutory invention registrations, improvements such as any extension, new application, adaptation or further development of the know-how, any technical, economic, commercial or administrative data, written or oral as well as any product designs, drawings inventions, documents, magnetic support, product or material sample that the Purchaser may have delivered to the Supplier are and shall remain the exclusive property of the Purchaser and shall be used by the Supplier solely and exclusively for the fulfilment of the Supply Contracts.

19.2 When the design of Products is not provided by the Purchaser, the Supplier warrants that the

sale or use of the Products shall not infringe or contribute to the infringement of any patent, copyright, trade secret, trademark or any other intellectual or industrial property right of any third party in any jurisdiction where the Products or the the Components are marketed by the Purchaser and its Final Customers. The Supplier agrees to defend, indemnify and hold harmless the Purchaser, including its Affiliates, distributors and customers from and against any and all claims, losses, demands, liabilities, obligations and expenses (including, without limitation, legal and other fees) arising from or related to any claim or action based on a claim that the Products infringe any patents, trademarks, copyrights, trade secrets, or other intellectual or industrial property of any third party.

19.3 Without prejudice to indemnification obligations set forth by Section 19.2 above, in the event of a third party's claim of its intellectual or industrial property's infringement arising out from the use of the Product and/or any Component, the Supplier shall promptly, at the Supplier's option: (i) procure for or on behalf of the Purchaser, at no expense to the Purchaser, the right to continue using the Product or the affected component thereof, (ii) replace the infringing Product, at no expense to the Purchaser, with a non-infringing equivalent product, of equal performance and quality; or (iii) modify the infringing Product so that it is non-infringing at no expense to the Purchaser.

20. INDUSTRIAL PROPERTY OF THE SUPPLIER

The Supplier shall specify in writing any and all industrial property right it owns and/or uses under license as long as said rights are needed and used to manufacture the Products or affect their use or sale. The Supplier shall indicate on the original drawing provided to the Purchaser the data (number, date and type of right) concerning the industrial property rights above mentioned. In case of termination of the Supply Contract due to a contractual breach of the Supplier, the latter shall grant a world-wide, royalty free and open-ended license to use the captioned industrial property rights to manufacture and/or have manufactured the Products by third party suppliers.

21. CODESIGN

21.1 In the event of Codesign, the Purchaser and the Supplier shall negotiate in good faith the most suitable contractual terms to regulate the relevant relationship, which shall take into account the mutual contribution of both Parties to any invention or development of a product. Unless otherwise agreed in writing, in case of Codesign, inventions, drawings and, in general, technical results achieved, together with industrial and/or intellectual property rights, shall be the joint property of both Parties the Purchaser and the Supplier. The Supplier and the Purchaser shall have the right to freely use said inventions, drawings, technical results and the relevant industrial and/or intellectual property rights, including but not limited to the right to manufacture, or have someone to manufacture, or sell and or license to third parties the relevant products.

21.2 If, within the Codesign, the Supplier makes an invention, whether patentable or not: (i) the Supplier shall inform the Purchaser and make available to the Purchaser all information and documents necessary for the manufacturing of the relevant product; and (ii) the Supplier and the Purchaser shall have the right to jointly apply for patents, sharing equally the relevant ownership and expenses; however, the Party waiving its right to the joint ownership in the industrial property right as provided herein shall not be obliged to contribute to said application expenses.

22. LIMITATIONS TO SUBCONTRACTING AND ASSIGNMENT OF RECEIVABLES

22.1 The Supplier shall not subcontract in whole or in part to any third party the manufacture and supply of Products, nor assign in whole or in part to any third party any Supply Contract without the prior written consent of the Supplier.

22.2 In case of subcontracting of the manufacturing and/or supply of the Products agreed in advance with the Purchaser, the Supplier shall procure that its sub-supplier or assignee, in accordance with the obligations set forth in the relevant subcontracting agreement fulfils the corresponding obligations of the Supplier set forth by the Supply Contract, including these GTC.

22.3 The Supplier shall not assign its account receivables arising out of the Supply Contract without the prior written consent of the Purchaser.

23. TERMINATION, WITHDRAWAL AND PAYMENT SUSPENSIONS

23.1 The Purchaser will be entitled to immediately terminate in whole or in part the Supply Contract, a single Order or a Program Order by means of written notice to the Supplier the case provided under Section 24.4 (force majeure) or in case of breach by the Seller of any of its obligations set forth by the following Sections: 6.1 (deliveries in time), 11.1 (compliance with Regulatory Standards), 13.2 (warranty obligations), 13.4 (warranty obligations), 14.2 (warranty obligations), 15.2 (insurance), 16.2 (recall campaign obligations), 18.1 (use of the Trademarks), 18.2 (use of the Trademarks), 19.1 (use of information, invention and others provided by the Purchaser), 21.1 (information obligation in case of Codesign), 22.1 (subcontracting), 22.3 (assignment of of accounts receivable), 25.1 (Confidentiality), 26.1 (personal data processing), 29.2 (compliance with Code of Conduct).

23.2 In case upon request of the Purchaser notified by a notice of claim to the Supplier, the latter fails to cure to a contractual breach within a reasonable term indicated in the same notice of claim, which shall not be less than fifteen (15) days, the Purchaser may immediately terminate in whole or in part the Supply Contract, a single Order or a Program Order by means of written notice to the Supplier.

23.3 The Purchaser will be entitled to immediately withdraw from or terminate the Supply Contract, as applicable, without any responsibility or liability by means of written notice to the Supplier in case: (a) liquidation or opening of any bankruptcy proceedings concerning the Supplier; or (b) in case of the sale of Supplier's business concern in whole or in part, of a change in its corporate control, which has not been previously communicated to the Supplier and accepted in writing by the latter, or (c) in the event of Force Majeure lasting more than sixty (60) days.

23.4 In the event that the duration of a Supply Contract is not agreed by the Parties, except in case

of Closed Orders, the Contract shall be considered as an open-ended contract and the Purchaser may withdraw from the Supply Contract without cause at any time by means of a written notice to be sent to the Supplier with a minimum notice period of twenty (30) Working Days, without this entailing any right of the Purchaser or any right of the Supplier to any relevant indemnification.

24. FORCE MAJEURE

24.1 Each Party shall not be responsible for any suspension and/or interruption of its contractual obligations, when non-performance is excused if the same Party proves that the non-performance was due to an impediment beyond its reasonable control and that it could not reasonably be expected at the time of the conclusion or performance of the Supply Contract or of a single Order, nor could be avoided or overcome it or its consequences, including, by way of example, orders due to applicable laws, or provided by national or foreign government or public authorities, national strikes, acts of war, natural disasters, and any other event beyond its reasonable control (the “**Force Majeure**”).

24.2 The Party that is prevented to fulfill its obligations due to Force Majeure shall promptly inform the other Party by means of written notice, indicating the nature of the event, its consequences, its foreseeable duration and reasonable evidence of its occurrence. The same Party shall cooperate in good faith with the other to minimize as far as reasonably possible the prejudicial consequences of Force Majeure.

24.3 In case Force Majeure prevents the performance of urgent activities that cannot be postponed, the Purchaser will be entitled to source Products from alternative suppliers after having informed the Supplier. In such event, quantities purchased from alternative suppliers will be deducted from quantities to be sourced from the Supplier according to the Supply Contract.

24.4 In case the Force Majeure lasts for more than sixty (60) days, the Purchaser will be entitled to terminate the Supply Contract by means of simple written notice to the Supplier.

25. CONFIDENTIALITY

25.1 Each Party (the “**Receiving Party**”) shall use all information received or made accessible by the other Party (the “**Disclosing Party**”) during the negotiations of and for all the term of the Supply Contract as secret and confidential and, therefore shall not disclose, nor make accessible, directly or indirectly, the same information to any third party without the prior consent of the Disclosing Party, irrespective that such information is protected or not by any intellectual property rights, marked or not by the term “Confidential”, either when received verbally or in writing, or by any electronic means, including, by way of example, but not limited to technical and commercial *know-how* of the Disclosing Party, information concerning any invention, product, formula, method, technique, component, development, application or any data concerning products, equipment, materials, tools, systems and industrial secrets, research and development activities, reports, laboratory analysis, software programs, drawings and technologies, as well as contractual terms and conditions applied by the Disclosing Party to its own customers and suppliers, customers lists, pricing agreements/lists and other information of an economic, financial or commercial nature (the “**Confidential Information**”). Confidential Information shall be used by the Receiving Party solely and exclusively for the purpose of the Supply Contract.

25.2 The confidentiality obligations under Section 25.1 above shall not apply to information that:

- a) was already known by the Receiving Party at the date of its disclosure by the Disclosing Party or any of its Affiliates;
- b) is in the public domain due to a fact not attributable directly or indirectly to the Receiving Party or any of its Affiliates;
- c) is disclosed by a third party not breaching any contractual or legal confidentiality obligation.

25.3 The Receiving Party may disclose the Confidential Information to its sub-suppliers or its Affiliates provided that the same information is necessary for the execution of the Supply Contract and that the same sub-suppliers or Affiliates are bound to the same confidentiality obligations of the Receiving Party as set forth by these GTC of by a

specific confidentiality agreement entered into by the Parties, it being in any case agreed and understood that Receiving Party will be liable vis-à-vis the Disclosing Party for any breach of confidentiality obligations by the aforesaid sub-contractors or Affiliates.

25.4 The confidentiality obligations set forth under this Section 25 will come into force upon the date of effectiveness of the Supply Contract and shall remain in force even after the date of its termination or expiration for any reason whatsoever until it becomes of public knowledge for reasons not attributable to the receiving Party, its sub-contractors and Affiliates to which it was disclosed.

25.5 This Section 25 shall not affect the validity of any confidentiality or non-disclosure agreement eventually entered by the Parties.

26. PERSONAL DATA PROCESSING

26.1 Each Party shall process all personal data received from the other Party in accordance with EU Regulation 2016/679 ("GDPR"), and local data protection laws applicable at the place of jurisdiction of the Purchaser as well as with all applicable laws and regulations regarding the protection of personal data, and any further updates and amendments, acting as data controller. In this regard, the Supplier shall ensure that its personnel, as well as the personnel of its sub-suppliers, if so requested by the Purchaser, sign any notices or other documents that allow the processing of the relevant personal data by the Purchaser in accordance with applicable legal requirements.

26.2 With regard to the Purchaser, the Data Controller is the Purchaser, in the person of its legal representative, domiciled at its registered office.

26.3 The Supplier shall inform all members of its personnel and of its sub-suppliers dedicated to the execution of the Supply Contract that, as data subjects, in relation to the processing of their data by the Purchaser, they may at any time exercise their rights provided for by the GDPR in Art: 15 (right to access their data), 16 (right to rectification), 17 (right to erasure), 18 (right to restriction of processing), 19 (right to receive notifications in case of rectification), 20 (right to

portability), 21 (right to object) and 22 (right not to be subjected to decisions based on automated processing) by writing to:

ammin.TPRG.spa@certimprese.it

27. NOTICES

Except as expressly agreed therewith, any communication made in accordance with the Supply Contract shall be made, as applicable, by facsimile, certified electronic mail (PEC), or registered mail with return receipt, at the registered office of the Purchaser or of the Supplier, respectively.

28. GOVERNING LAW AND EXCLUSIVE JURISDICTIONS

28.1 Unless otherwise agreed in the Supply Contract:

- a) when the Purchaser is TP Reflex Italy the Supply Contract including these general terms and conditions will be governed by the laws of Italy;
- b) when the Purchaser is TP Reflex Poland the Supply Contract including these general terms and conditions will be governed by the laws of Poland;
- c) when the Purchaser is TP Reflex Turkey, the Supply Contract including these general terms and conditions will be governed by the laws of Turkey.

28.2 Unless otherwise agreed in the Supply Contract:

- a) when the Purchaser is TP Reflex Italy, for any dispute arising out of, or in connection with, the Supply Contract, including these GTC, the Courts of Varese (VA), Italy shall have the exclusive jurisdiction.
- b) when the Purchaser is TP Reflex Poland for any dispute arising out of, or in connection with, the Supply Contract including these GTC, the Courts of Wroclaw, Poland shall have the exclusive jurisdiction.
- c) when the Purchaser is TP Reflex Turkey for any dispute arising out of, or in connection with, the Supply Contract, including these

GTC, the Courts of İstanbul Anatolian Side, Turkey shall have the exclusive jurisdiction.

https://www.tpreflexgroup.com/upload/files/Codice%20Etico%20approvato%20KF%2021_2_18_EN_G.pdf , which the Supplier represents to have read, understood and accepted.

29. FINAL PROVISIONS

29.1 The Supplier shall perform the Supply Contract in accordance with all applicable laws, Regulatory Standards and/or public authority orders and, in particular: both the Supplier and its personnel shall not breach any rules concerning environment, anti-money laundering, bribery, privacy, employment, social security, conditions and working hours, protection against child labour, subcontracting, health and safety at work.

29.2 When Purchaser is TP Reflex Italy, the Supplier represents to know and accept the contents of the Italian Legislative Decree no. 231/01, as further updated and amended, on the criminal and administrative liability of corporate entities, and not to have committed any of the criminal offences mentioned in such decree, to agree to act in accordance with the articles of the same.

29.3 In all cases the Supplier shall perform the Supply Contract in full compliance with the Code of Ethics available at the following web address For acknowledgment and acceptance:

Place: _____

Date: _____

Supplier: _____

By: _____

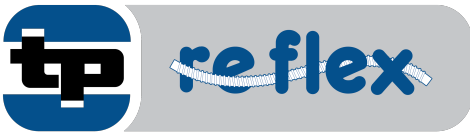
Title: _____

29.4 No waiver by either Party of any breach of the Supply Contract shall be considered a waiver of any subsequent breach of the same or any other provision. Notwithstanding the generality of the foregoing, any failure by the Purchaser to answer a question or communication from the Supplier about a delayed delivery shall not affect the Purchaser's right to any remedies set forth under these GTC and the Supply Contract

29.5 In the event that any provision of the Supply Contract or of these GTC should become invalid due to e.g. legislation, only the said provision shall be considered invalid while the remaining provisions shall remain in force. The Parties shall in such a case immediately conclude a new agreement that replaces the invalid provision and as far as is possible ensures through its content an equivalent result.

29.6 Any amendment to these GTC shall be made in writing and signed by authorized representatives of both Parties.

In case the Purchaser is TP Reflex Italy, pursuant to and for the purposes of articles 1341 and 1342 of the Italian Civil Code, the Supplier represents of being aware of and to agree with the contents of the following Sections: 3.2 (withdrawal for lack of order acceptance), 5.2 (b) rejections of quantities in excess), 6.3 (return of supplies in advance), 6.4 (a) (alternative sourcing and termination for delays in deliveries), 6.5 (a) (penalty), 6.5 (b) (Penalty), 6.6 (set-off), 9.4 (set-off), 11.5 (hold harmless obligation), 12.3 (suspension or postponement of supplies), 13.1 (conventional warranty), 13.2 (time limit for warranty claims), 13.3 (warranty indemnifications), 13.4 (warranty indemnifications), 13.5 (hold harmless obligation), 14.2 (warranty indemnifications), 15.1 (hold harmless obligation), 16 (recall campaigns indemnifications), 19.2 (hold harmless obligation), 20 (licensing obligation), 22.1 (subcontracting), 22.3 (assignment of accounts receivable); 23.1 (immediate termination). 23.2



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(withdrawal), 23.3 (withdrawal); 23.4 (withdrawal), 24.4 (termination); 24 (confidentiality); 28.1 (governing law); 28.2 (exclusive Jurisdiction).

For acknowledgment and acceptance:

Place: _____

Date: _____

Supplier: _____

By: _____

Title: _____