

General Purchase Conditions of legal entities of Venator registered in Italy - Version May 2021 (Conditions)

1. Definition list :

Acceptance means the confirmation by the Buyer that the Supplier has completed the Works and submitted all relevant documentation pertaining to the Works.

Affiliate means any legal entity or person directly or indirectly controlling, controlled by, or under direct or indirect common control with the Buyer, where each form of the term "control" means the power to directly or indirectly cause the direction of the management of such legal entity or person whether through ownership of voting securities or otherwise.

Bribe means any payment or transfer of value or any other payment commonly held to be improper. Any act that would breach the US Foreign Corrupt Practices Act, the UK Bribery Act, the PRC Anti-unfair Competition Law or any equivalent legislation of any OECD member state or other country shall be considered a Bribe.

Buyer means the legal entity placing an order or entering into the Contract or the invitation to tender (as well as its legal successors in title), belonging directly or indirectly to or under common control with Venator Materials PLC, a company incorporated under the laws of England and Wales.

Claim means claims, liability, penalty, demands and causes of action.
CLP means: (i) the Regulation (EC) No 1272/2008 of 16 December 2008 on Classification, Labelling and Packaging of substances and mixtures, as may be amended, supplemented or replaced from time to time (EU CLP); and (ii) The Chemicals (Health and Safety) and Genetically Modified Organisms (Contained Use) (Amendment etc.) (EU Exit) Regulations 2019 No. 720 as amended by the Chemicals (Health and Safety) and Genetically Modified Organisms (Contained Use) (Amendment etc.) (EU Exit) Regulations 2020 (UK CLP) or (iii) as applicable, any non-EU legislation relating to or impacting on the classification, labelling and packaging of substances and mixtures, all as may be amended, supplemented or replaced from time to time.

Conditions means these General Purchase Conditions, available on www.venatorcorp.com.

Contract or Agreement means the Buyer's purchase order or the agreement signed between the Buyer and Supplier, all listed documents mentioned therein and the Conditions.

Costs means costs and losses incurred as a result of a Claim including but not limited to legal fees and expenses, professional fees, disbursements, fines and convictions (including but not limited to those fines and convictions resulting from the violation or alleged violation of Local Laws by Supplier).

Data Protection Legislation means (a) the UK GDPR or the EU GDPR as applicable; (b) the EC Directive 2002/58/EC; (c) the Data Protection Act 2018; (d) the Privacy and Electronic Communications (EC Directive) Regulations 2003; (e) the PRC Cybersecurity Law; and (f) all other applicable national implementing laws and regulations in any jurisdiction relating to or impacting on the Processing of Personal Data, all as may be amended, supplemented or replaced from time to time.

Delivery means the delivery of the Goods or Works in accordance with article 11.

Design Documents means all preparatory documents, drawings and/or designs.

EHS means environment, health and safety.

Goods mean the goods, material and/or equipment to be supplied by Supplier in accordance with the Contract.

EU GDPR means the General Data Protection Regulation (Regulation (EU) 2016/679)).

Good Industry Practice means the degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a highly skilled and experienced person performing responsibilities of the same (or materially similar) nature to the obligations of the Supplier in compliance with all applicable laws and regulations and the Contract.

Local Law means all applicable national, state, municipal, local and other laws, codes and regulations and any requirements, ordinances, rules and regulations of any authorities having jurisdiction in connection with the Supplies in regard to but not limited to employees, social benefits, labour regulations, EHS, the Site, taxes and technical requirements which would typically be observed by a reasonable and prudent operator.

Personal Data, Processing of Personal Data and Data Processor shall have the meaning given to those terms by the applicable Data Protection Legislation.

REACH means: (i) the Council Regulation 1907/2006 of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals, as may be amended, supplemented or replaced from time to time (EU REACH); and (ii) the European Union (Withdrawal) Act 2018 the REACH etc. (Amendment etc) EU Exit Regulations 2020 No. 1577 which establishes the regime for chemicals regulation in the UK (UK REACH).

Representative(s) means any Affiliate and any directors, employees, officers, agents, subcontractors or advisors of such entity and any entity acting on that person's or entity's behalf.

Responsible Authority means any ministry or department, any minister, any organ of state, any official in the public administration or any other governmental or regulatory department, commission, institution, entity, service utility, board, agency, instrumentality or authority (in each case, whether federal, state, national, territorial, provincial or municipal) or any court, each having jurisdiction over the subject matter of the Contract.

Review means examination, inspection or review by or on behalf of the Buyer.

Site means the premises of the Buyer at which Delivery is to take place, including any land and other places provided by the Buyer for the purposes of the Contract on, under, in, or through which the Works are to be executed pursuant to the Contract.

Specifications means the technical specifications of a Good as set out in the Contract or, if no such specifications are laid down in the Contract, the specifications described in the Supplier's product data sheet or as otherwise expressly agreed between the parties.

Supplier or Seller means the party who supplies or sells Goods and/or executes the Work.

Supplier's Personnel means Supplier's directors, employees, officers, agents or advisors of Supplier and any person acting on that person's or Supplier's behalf.

Supplies means Goods and Works.

TUPE means (a) Directive 2003/23/EC (and/or such other EC Directive in force from time to time relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses); and/or (b) any transposition, incorporation, or implementation of the said directive(s) (or, as applicable, any non-EU legislation in respect of the safeguarding of

employees' rights in the event of transfers) in any applicable law all as may be amended, supplemented or replaced from time to time.

TUPE Liability means any liability, cost, or expense arising from or in connection with the application or alleged application of TUPE, including without limitation any legal fees and expenses.

UK GDPR means the EU GDPR as implemented by the European Union (Withdrawal) Act 2018 and as amended from time to time including by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2020).

Works means services and/or erection, installation or other works as well as the supply of materials, equipment, documents in connection with such services and works, in accordance with the Contract.

2. Applicability

2.1. The applicability of the Conditions is deemed accepted by the Supplier on the earlier of: (i) Supplier issuing written acceptance of the Contract, or (ii) any act by Supplier consistent with fulfilling the Contract.

2.2. A purchase order and/or these Conditions, are deemed accepted by the Supplier fourteen days after the date on which they are received by the Supplier, unless earlier rejected.

2.3. The Conditions apply to all invitations to tender, quotations, orders and agreements concerning the supply of Goods or the supply of Works to the Buyer or at the Site(s).

2.4. Any terms and conditions of the Supplier are not applicable, unless explicitly accepted by the Buyer in writing.

2.5. Where the Contract (or any part thereof) is provided in English and one or more additional languages, the English version shall prevail.

2.6. In the event of a conflict, the following order of precedence shall apply: the Contract, the Conditions and the invitation to tender (if any).

2.7. Should any errors, omissions or inconsistencies appear in the Contract, Supplier shall report the same to the Buyer for correction before proceeding with the Works or delivery of the Goods. Supplier shall abide by and comply with all Contract documents and their intended purpose, and shall not avail himself of errors or omissions, if any, to the detriment of the Works or Goods.

3. Invitation to tender and order

3.1. Invitations to tender are not binding on the Buyer and only serve as an invitation to the Supplier to issue a quotation.

3.2. A quotation by the Supplier is irrevocable and valid for at least ninety (90) calendar days as from the date of quotation.

3.3. The Buyer does not reimburse any costs incurred by the Supplier on issuing a quotation.

3.4. The Buyer may terminate negotiations without stating any reason and without any obligation to pay damages.

3.5. Agreements made between Supplier and un-authorised personnel of the Buyer will not be binding on the Buyer. Therefore, Supplier shall ensure at all times that agreements are made with authorised Representatives.

4. EHS and Site conditions

4.1. The Supplier is deemed to be familiar with all Site and EHS requirements of the Buyer and is obliged to comply with all EHS regulations, as well as the Buyer's EHS and Site procedures and instructions.

4.2. The Works may have to be carried out simultaneously with several other contractors and suppliers which will be working on the Site. In such cases a close co-operation with the Buyer, for the coordination of the activities of the various contractors, is necessary. Hindrances and waiting times can result from time to time. Any such difficulties shall not give Supplier a valid Claim for extension of the completion date of the Works or financial compensation.

4.3. During the execution of the Works, the Supplier shall maintain the Works area in a clean state. Supplier shall immediately remove from the Site any faulty or defective materials. Upon Delivery of the Works, Supplier shall leave the whole of the Works and the Site clean, safe and to the satisfaction of the Buyer. During the execution of the Works either on an individual basis by the Supplier or simultaneously with other contractors, the Supplier will at all times comply with Local Law on Labour Risks Preventions and Health and Safety which may apply from time to time.

5. Local Law, permits and licences

Supplier shall comply with Local Laws. Supplier shall obtain and maintain all permits, certifications and licences or the like required to perform under the Contract, for the proper execution of the Works and the use of the Supplies except those, which according to the Contract shall be provided by the Buyer.

6. Changes and contract variations

6.1. The Buyer may change, add and/or delete Contract documents as the Buyer may consider necessary to define or to explain more clearly the Supplies. Such changes, additions and/or deletions shall be made in writing. They shall be considered as part of the Contract unless Supplier objects in writing immediately after receipt. If in the opinion of the Supplier such a change affects the agreed-upon price and/or the delivery date, he shall inform the Buyer forthwith and in writing, and issue a new quotation regarding the price and term associated with it, as well as the consequences for the other work to be carried out by the Supplier.

6.2. Additional work the Supplier could or should have foreseen at the time the Contract was concluded, or that is the result of a shortcoming on the part of the Supplier, shall in any event not be regarded as a change.

6.3. Supplier shall not be excused from any default or delay in the performance of its obligations under this Contract when such default or delay is due to normal risks such as, but not limited to, ordinary hazards of inclement weather, availability of labour or material or transport, rejection of material, strikes or fluctuation of prices or wages.

7. Assignment and subcontracting

7.1. Supplier shall not assign, transfer, delegate or subcontract the whole or any part of the Contract or any of its rights and obligations arising from tender invitations, quotations or orders without the prior written approval of the Buyer. In the case of such approval, articles 7.2 and 7.3 shall apply.

7.2. The Supplier shall be jointly and severally liable with any approved assignee, sub-supplier, delegated person or, as the case may be, subcontractor in connection with its obligations and liabilities under the Contract.

7.3. The conditions of the Contract shall be extended and incorporated into all contracts concluded between Supplier and approved sub-suppliers and sub-contractors. At the Buyer's request, Supplier shall demonstrate compliance with this obligation. In the case of termination of the Contract, Supplier shall, at the Buyer's first request, procure that the Buyer and the relevant sub-contractor enter into a new agreement for the supply and provision of all or part of the Supplies.

Supplier acknowledges and confirms that the fulfillment of this obligation cannot be construed or otherwise deemed as a brokerage activity or as mediation and that it is not entitled to and, to the extent necessary, hereby waives any finder's fee or any kind of brokerage commission in relation to or in connection with its activity and the agreement, if any, which will be entered into by the Buyer and the sub-contractor.

8. Transfer of risk and title of ownership

8.1. For the delivery of Goods, the risk of loss of or damage to as well as the title of the Goods passes to the Buyer upon Delivery.

8.2. The risk for loss of and damage to the Works or any part thereof shall pass to the Buyer upon Acceptance. The title of goods and materials delivered by Supplier with regard to Works, shall pass upon arrival on the Site.

8.3. In the event that Supplier is required to incorporate in or to connect to the Supplies material or equipment which is directly or indirectly provided by the Buyer to Supplier, or if Supplier is required to hold materials or equipment on behalf of the Buyer, Supplier shall be responsible for any loss or damage whatsoever of or to the material or equipment supplied to him from the moment it comes into his possession until the moment he delivers the Supplies to the Buyer or a third party to whom Supplier has been directed by the Buyer to deliver it.

8.4. The Buyer shall not be liable for loss or damage to equipment, objects or materials belonging to the Supplier or Supplier's subcontractors unless such loss or damage arises out of gross negligence or willful misconduct on the part of the Buyer.

8.5. All Supplies shall be free and clear of all liens, security interests and encumbrances. By starting with the execution of the Works, Supplier shall be deemed to have waived the right to retain (part of) the Works.

9. Prices

Prices for Supplies are fixed and include, but are not limited to, the cost of all necessary material, equipment, tools and documents, all cost of handling, transport, utilities, duties, taxes (V.A.T. excluded), insurances, permits, premiums, supervision, EHS provisions, labour, reproduction, communication, delivery and all other items or components whether of a temporary or permanent nature required to deliver the Supplies in accordance with the Contract, as well as all fees, expenses, overhead and profit.

10. Invoicing and payment.

10.1. Invoices are paid in accordance with the payment term included in the Contract or failing such payment term within sixty (60) days of receipt of a valid invoice.

10.2. Payment is subject to Delivery of the Supplies and to the invoice being properly drawn and accompanied by the required supporting documents. If invoices and/or supporting documents require correction, the due date for payment will be computed from the date of receipt of the corrected invoice and/or documents.

10.3. The Buyer has the right to suspend payment or a reasonable part thereof until deficiencies in the Supplies are rectified.

10.4. Payment by the Buyer shall not constitute recognition that the Supplies are in conformity with the Contract and shall not imply in any manner whatsoever any renunciation or waiver of rights.

10.5. The Buyer is entitled to set-off any and all amounts due to Supplier under the Contract, or under any other contract with the Buyer or a Representative, with any and all amounts owed by Supplier to the Buyer, or any of the Representatives, for any reason whatsoever (netting).

10.6. In the event the Buyer defaults on payment of an invoice by the due date, the Buyer shall pay interest on the amount owed from the due date or, if applicable law allows to do so, from the date the Buyer receives a written notice, until the date of payment.

Interest shall be calculated as follows:

- (i) if a mandatory provision of the applicable law provides either for a specified interest rate or a minimum interest rate, the lowest possible interest rate shall apply; and
- (ii) if the applicable law does not contain such mandatory provisions, the Buyer will pay the lower of the following interest rates: either the European interbank credit rate with a term of three months (3 months Euribor) applicable on the date of the notice of default or the statutory interest rate in force on the date of the notice of default.

11. Delivery

11.1. Delivery of Goods shall be DDP (ICC Incoterms 2020) at the time and place and in the quantities specified in the Contract.

11.2. Delivery of Works shall take place upon Acceptance of the Works within the timeframe and at the place specified in the Contract.

11.3. Partial Deliveries are not allowed, save with prior written permission of the Buyer.

11.4. The Buyer shall be excused from taking Delivery in case of breakdown of equipment or machines or a shutdown at its Site, strike, shortage of raw materials or energy or of another situation over which the Buyer has no control or which renders compliance with its obligation either impossible or unusually onerous.

12. Product support and spare parts.

The Supplier guarantees, for a period of ten years, the availability to the Buyer of spare parts for the Supplies concerned and the maintenance required to keep them in a good condition, at competitive prices respectively.

13. Warranties and Guarantee

13.1. The Supplier warrants that it shall provide the Works with the highest level of care, skill and diligence in accordance with Good Industry Practice.

13.2. The Supplier shall deliver Supplies that are in conformity with the Contract and guarantees that the Supplies meet all Specifications, properties and performances specified and be fully and safely operable for the intended purpose, and are free from any visible and hidden defects and in accordance with all Local Laws.

13.3. The Supplier is required to obtain information on the Buyer's usage of the Supplies and guarantees that the Supplies are suitable for this usage. The Supplier guarantees that the Supplies are entirely complete and ready for use. The Supplier guarantees, inter alia, that all parts, consumables, tools, spare parts, directions for use, as-built drawings, quality, inspection and material certificates and instruction booklets (in the local language) required for achieving the purpose stated by the Buyer are included in the Supplies.

13.4. The Supplier shall be liable for defects in the Supplies during a period as stated in the applicable laws or if guaranteed by the manufacturer of the Supplies, but at least twenty-four (24) months after Delivery. In case of replacement of the Supplies by the Supplier in application of article 13.6, that period shall start again at the time of Delivery of the replaced Supplies. In case of partial replacement, this applies only to the replaced parts.

13.5. The Buyer shall be released from the obligation to carry out an immediate inspection upon Delivery of Goods.

13.6. For defects which become apparent during the guarantee period, the Supplier shall, within a reasonable period set by the Buyer, repair or, at the Buyer's discretion, replace the defective Supplies. The Supplier bears all the costs, including but not limited to materials, transport, travel and accommodation, assembly and disassembly and labour costs.

13.7. If Supplier has not fulfilled its aforementioned duty to repair or replace within a reasonable cure period set by the Buyer or if the setting of such cure period is unreasonable for the Buyer (e.g. because of special urgency or the danger of unreasonably high damage), the Buyer itself may repair the deficiencies or replace the Supplies or may have them repaired or replaced, and recover the costs from the Supplier on condition that it notified the Supplier of this intention.

13.8. In addition to its rights laid down in articles 13.6 and 13.7 above, the Buyer shall have the right to compensation for all the damage caused by the deficiency of the Supplies as well as indemnification from Supplier against any and all claims for damages by third parties on condition that it set Supplier a reasonable cure period which has lapsed and unless Supplier proves that he is not at fault.

14. Inspection right

The Buyer shall have access to Supplier's documents in connection with the Supplies for the purpose of auditing and verifying the Supplies and Supplier's compliance with the Contract

15. Indemnification

15.1. Supplier shall hold harmless and fully indemnify the Buyer against any Claim brought by any persons or third parties for damage which is caused by a defect in the Supplies, by the Supplier or by Supplier's Personnel. The scope of the obligation to indemnify will extend to any and all Costs. The Buyer shall not be responsible to Supplier or Supplier's Personnel for Costs incurred as a result of the actions or defaults of any third party and any Claim in respect of such Costs shall not be the responsibility of the Buyer, except in case of the Buyer's willful misconduct or grossly negligent breach of duty.

15.2. Save in the event of willful misconduct or gross negligence on the part of the Buyer, Supplier shall hold harmless and fully indemnify the Buyer against any Claim brought by Supplier's Personnel, on account of property damage, destruction or loss arising out of any act or omission of the Buyer.

15.3. If, due to Supplier's failure to do so, the Buyer is held liable to make any payments, including but not limited to social security and tax payments, to the employees employed by Supplier for Works or to any other third party, including but not limited to public authorities, whether it be or not on special blocked accounts, pursuant to legislation regarding the joint and several liability for social and tax liabilities of a contractor or any similar legislative measures, or otherwise, Supplier shall remain liable and immediately compensate the Buyer and indemnify and hold harmless the Buyer for any such payments.

16. Place and time of performance

Goods shall be delivered to Site and Works shall be performed at Site during normal working-hours established for the Site, unless otherwise agreed by the Buyer. Daily records of hours worked, approved by a Representative, shall be attached to Supplier's invoice(s).

17. Supplier's Personnel

17.1. Supplier's Personnel shall be suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract.

17.2. Supplier shall remove from the Site any of its personnel whose work is not satisfactory or is otherwise not acceptable to the Buyer and replace such personnel immediately without cost to the Buyer.

17.3. Supplier's Personnel shall not be considered employed by the Buyer, and their physical presence on the Site and/or the transmission of punctual instructions as to the performance of the Supplies by Supplier's Personnel shall not be construed as evidence of the existence of any employment relationship between such Supplier's Personnel and the Buyer. Whenever Supplier's Personnel are on the Site, they shall at all times strictly abide by all EHS policies in effect at the Site, as set forth in article 4. To the extent that the Buyer would deem it necessary, or be required, to give instructions or orders to Supplier's Personnel in the performance of the Supplies rendered by such personnel, parties will, on Supplier's immediate initiative, draft and execute the appropriate arrangements and agreements as prescribed by mandatory regulations in the relevant jurisdiction.

17.4. It is not the expectation of the Buyer and Supplier that TUPE will apply to the Contract or to the provision of Supplies. The Supplier will use all reasonable endeavours to ensure that the Buyer and its Representatives do not incur TUPE Liability, and shall on demand indemnify and hold the said persons harmless from and against any and all such TUPE Liability.

18. Insurance

The Supplier shall take out and maintain the insurance coverage as set out in the Contract. In case no specific insurance requirements are contained in the Contract, Supplier shall take out and maintain appropriate insurance to cover all its liabilities and guarantees for Supplies under the Contract. Should Supplier at any time neglect or refuse to provide any insurance required by the Buyer, or should any insurance be cancelled, the Buyer shall have the right to provide such insurance at Supplier's cost.

19. Review of Design Documents and Supplies

19.1. Design Documents required for the Supplies should be submitted by the Supplier for Review prior to Delivery on the Buyer's demand or on the date or time mentioned in the Contract.

19.2. The Buyer shall not be obliged to conduct immediate Review upon receipt of the Design Documents.

19.3. No rights accrue to the Supplier as a result of the outcome of such a Review. A Review shall not be construed as approval by the Buyer of the completeness, correctness or practicability of the Design Documents. Any Review or failure to Review shall not relieve Supplier of any responsibility or liability with respect to the Supplies nor shall it limit the Buyer's rights for Claims and/or indemnification.

20. Packaging and transport

20.1. All Supplies shall be manufactured, labeled, packaged, stored, handled, delivered and transported in a manner which is: (a) in compliance with Local Laws; (b) in accordance with good commercial practices; (c) adequate to ensure safe arrival of the Supplies at the named destination; and (d) in accordance with any special instructions of the Buyer. Charges for preparation, packing, and transportation are included in the price unless separately specified in the Contract. Where applicable, any containers or packaging that must be returned to Supplier will be returned at Supplier's risk and expense and any such obligation to return them must be expressly agreed to in writing by the Buyer.

20.2. The Supplier warrants that the Supplies comply with CLP.

20.3. If the Supplier does not comply with the stipulations of this article 20, the Buyer will have the right to refuse Delivery of the Supplies concerned. In that event, the Supplies are regarded as undelivered.

21. Intellectual Property Rights; Licences

21.1. All intellectual property rights (including copyrights and unregistered rights) that are held or will be held by Supplier and that are or will be created in the performance of the Contract, the adjustments thereto, extensions thereto and/or relating information, documents, procedures, etc. (together, the Foreground IP) will vest in the Buyer, and Supplier herewith assigns and transfers to the Buyer all rights in and to such Foreground IP upon creation.

To the extent such assignment and transfer is legally impossible, Supplier hereby grants to the Buyer a worldwide, irrevocable, exclusive, sub-licensable, assignable and transferable, royalty-free license that is unlimited in time, geographical scope and field of use, to use the Foreground IP in any manner and for any purpose whatsoever.

Supplier will make sure that each of Supplier's Personnel who prepares, contributes to, or is involved in Supplier's performance of the Contract assigns and transfers (or, where assignment and transfer is impossible, licenses) to Supplier all intellectual property rights (including copyright and unregistered rights) that emerge from such preparation, contribution or involvement so that Supplier can assign

and transfer (or, where assignment and transfer is impossible, sub-license in accordance with the preceding paragraph) to the Buyer all Foreground IP.

Supplier grants to the Buyer a non-exclusive, worldwide, irrevocable, sub-licensable, royalty-free license that is unlimited in time, geographical scope and field of use under all intellectual property rights (including copyright and unregistered rights) that are held by Supplier and/or third parties and that are or will be used in the performance of the Contract, the adjustments thereto, extensions thereto and/or relating information, documents, procedures, etc. or that are or will be used in the products and processes that result from such performance (together, the Background IP).

If and to the extent that any Foreground IP or Background IP that is assigned and transferred or licensed to the Buyer under this clause 21 includes copyright, the assigned and transferred or licensed copyright shall include, without limitation, the right to reproduce, perform, display, broadcast, adapt, distribute, translate, rent and lend the copyrighted works and such copyright will be assigned and transferred or licensed for the entire world, for as long as such copyright exists and for all purposes including, without limitation, manufacturing and commercialising on any actual, future, currently known or unknown media.

All the afore mentioned rights are granted in consideration for the remuneration paid by the Buyer under the Contract.

21.2. Supplier shall indemnify and hold the Buyer harmless against any Claim and Costs arising from or incurred by reason of any infringement of trademark and/or other intellectual property rights of third parties in connection with Supplies or parts thereof, including the use of material or equipment and sale of products manufactured with the Supplies.

21.3. In the event of any Claim being made against the Buyer arising out of the matters referred to herein, Supplier shall be promptly notified thereof and shall at his own expense support the Buyer upon the Buyer's first request with all reasonably expected documents, statements and evidence. The Buyer is free to conduct all negotiations for the settlement of such Claim. The Buyer shall keep Supplier informed about all major steps, including but not limited to written pleadings and settlement proposals, in the course of such negotiations or litigation.

22. Force Majeure

22.1. Where there is a Force Majeure Event, the party affected (Affected Party) must notify the other party promptly and in any event within 7 days, giving: (i) full particulars of the Force Majeure Event; (ii) details of each of the obligations prevented or delayed by the Force Majeure Event; (iii) the reasons for the Force Majeure Event preventing the Affected Party from, or delaying the Affected Party in, performing its obligations under this Contract; (iv) the estimated time required to overcome the Force Majeure Event; and (v) the proposed actions for mitigating the consequences of the Force Majeure Event.

22.2. A Force Majeure Event means an unforeseeable, unavoidable and insurmountable event including but not limited to one of or a combination of the following events or circumstances:

- (i) an act of terrorism;
- (ii) an epidemic or a pandemic or changed circumstances in connection with an existing epidemic or pandemic;
- (iii) a riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power, requisition or compulsory acquisition by any Responsible Authority of any part of the Site;
- (iv) ionising radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;
- (v) strikes at national level or industrial matters at a national level in the country where the Site is located, or strikes or industrial matters in the country where the Site is located by personnel not employed or otherwise engaged by the Affected Party, and which affect substantial performance of the Contract;
- (vi) an act of God, earthquake, lightning, cyclone, tsunami, fire emanating from outside the Site, explosion, flood, landslide, drought or meteor, but excluding any other weather conditions regardless of severity;
- (vii) an act of public enemy, sabotage, malicious damage, civil unrest or acts of piracy; and
- (viii) any embargo, order, direction, instruction or decision of any Responsible Authority and is relevant to and/or in connection with the Force Majeure Events set out in these articles 22.2.(i) to 22.2.(vii), but excludes an event or circumstance caused by an act or omission of the Supplier.

22.3. If, following the issue of any notice referred to in article 22.1. the Affected Party claiming relief receives or becomes aware of any further information relating to the Force Majeure Event (and/or any failure to perform), it must submit such further information to the other party as soon as reasonably possible.

22.4. Neither party is responsible for any failure to perform its obligations under the Contract to the extent it is prevented or delayed in performing those obligations by a Force Majeure Event.

22.5. Neither party shall be relieved of any obligations under the Contract solely because of increased costs or other adverse economic consequences that may be incurred through the performance of its obligations.

22.6. Neither party shall have any entitlement against the other party, nor shall either party have liability for: (i) any costs, losses, expenses, damages incurred by the other party during a Force Majeure Event; and (ii) any costs in any way incurred by either party due to a Force Majeure Event.

22.7. To the extent permitted by Local Law, the Supplier and/or the Supplier's Personnel shall not be entitled to any Claim against the Buyer in the event that any Supplier's Personnel is tested positive for COVID-19 for any reason whatsoever.

22.8. The Supplier must mitigate the consequences of the Force Majeure Event (including incurring any reasonable expenditure of funds, making any appeals and applications to any Responsible Authority to minimise the impact of the Force Majeure Event and rescheduling manpower and resources) upon its performance of its obligations under the Contract and minimise any resulting delay in the performance of its obligations under the Contract.

22.9. The Supplier is not relieved from liability under the Contract to the extent that it is not able to perform, or has not in fact performed, its obligations under the Contract due to its failure to comply with its obligations under article 22.8.

22.10. Once the consequences of the Force Majeure Event have ceased, the Affected Party must as soon as reasonably practicable recommence the performance of its obligations under the Contract and notify the other party when it can resume performance.

22.11. A Force Majeure Event does not relieve a party from liability for an obligation which arose and had to be completely performed before the occurrence of that event, nor does that Force Majeure Event affect the obligation to pay money in a timely manner which was due prior to the occurrence of that event.

22.12. Without prejudice to the above articles 22.1., 22.2., 22.3., and 22.11. where there is a Force Majeure Event, the Buyer may at any time, but is not obliged to, by notice to the Supplier, order the Supplier to suspend the performance of all or any of its obligations under the Contract. The notice may specify the obligation which is to be suspended, the effective date of the suspension and the period of suspension. Upon receipt of the suspension notice, the Supplier must promptly suspend performance of the obligation for such period stated in the suspension notice or until the Supplier is directed to resume performance by the Buyer. Where the Force Majeure Event continues for longer than sixty (60) days the Buyer may at any time, but is not obliged to, by notice to the Supplier, terminate the Contract. The Supplier shall not be entitled to any Claim against the Buyer arising out of or in connection with the suspension notice issued by the Buyer and/or the termination of the Contract.

23. Confidentiality

All data, designs, drawings and other documents and information disclosed to Supplier by the Buyer or its Representatives are confidential and shall not, without the prior written approval of the Buyer, be used by Supplier for any purpose whatsoever other than for the performance of Supplier's obligations under the Contract. Without the Buyer's prior written approval Supplier shall not make public any detail of the Contract, the Supplies, the material or equipment to be supplied or the purpose for which any Supplies is to be used.

24. Termination

Without prejudice to all other rights or any other compensation to which the Buyer might be entitled contractually or pursuant to the law, including compensation for costs and expenses to obtain Supplies from a third party, the Buyer is entitled to terminate the Contract or any part thereof by means of a written statement:

- if, pursuant to Article 1456 of the Italian Civil Code, the Supplier fails to comply or to comply properly with its obligations provided under articles 4, 5, 7, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23, 27 and 28 of the Conditions. Without prejudice to the foregoing, the Buyer is also entitled to terminate the Contract by means of a written statement pursuant to Article 1454 of the Italian Civil Code if the Supplier (i) fails to comply with one or more of its obligations under the Contract, (ii) receives a written notice by the Buyer requesting to comply within a given timeframe and (iii) did not comply to such obligation(s) within the timeframe mentioned in the notice.

- to the extent permitted under the law, if the Supplier is declared bankrupt, files for bankruptcy, applies for a moratorium or is subject to similar measures in the jurisdiction in which Supplier's organisation is established, he ceases business operations or liquidates his business, his permits are revoked, a significant part of his assets or goods intended for the execution of the Contract are attached or he transfers his business to a third party or parties.

25. Disputes

If any Claim whatsoever or any difference of opinion or dispute of whatever kind regarding the Contract and the performance thereof (hereinafter "Dispute") arises between the parties and cannot be resolved through mediation by the parties themselves, such Disputes shall be exclusively and finally settled by the courts competent for the place in which the Buyer has its registered office.

26. Applicable law.

Without prejudice to Supplier's obligation to comply with Local Law in accordance with articles 4, 5, 13, 16, 20 and 28, all issues, questions and disputes concerning the validity, interpretation, enforceability, execution and termination relating to the Contract or any issues regarding Supplies, shall be governed by the law of the place of jurisdiction in which the Buyer has its registered office. Such law is applicable, with the exclusion of any other choice of law or whatever other local, foreign or international rules of conflict that would make another system of law of another jurisdiction applicable. Application of the Vienna Convention on Contracts for the International Sale of Goods is expressly excluded.

27. REACH

The Supplier warrants that it shall comply with and the Supplies, including all substances contained in the Supplies, comply with REACH.

28. Data Protection and Compliance

28.1. Each party shall comply with applicable Data Protection Legislation when Processing Personal Data in the course of performing its obligations under this Contract.

28.2. The Supplier acknowledges and agrees that the Buyer may Process Personal Data, provided by the Supplier, for the purposes of personnel administration, security management, IT support and any other purpose in relation with or necessary for the performance of this Contract (the Purposes), and that the Buyer may transfer the Personal Data to the Buyer entities and third parties in and outside of the UK in relation with the Purposes.

The Supplier shall ensure that:

(i) The Personal Data provided to the Buyer is collected by the Supplier and provided to the Buyer in accordance with applicable Data Protection Legislation; and

(ii) The persons whose Personal Data are provided by the Supplier to the Buyer in relation with this Contract have received fair processing information and the Supplier has followed all necessary legal requirements for the Processing of the Personal Data.

28.3 If and to the extent that the Supplier Processes Personal Data as a Data Processor on behalf of the Buyer, the Supplier and the Buyer will enter into a separate data processing agreement, in addition to the provisions of the Contract between the parties, which complies with the applicable Data Protection Legislation and becomes an annex to and incorporated into the Contract. The Supplier shall only Process the Personal Data upon the Buyer's instruction and the Supplier shall take appropriate measures to protect the Personal Data against any accidental or unlawful destruction, accidental loss, alteration, unauthorized disclosure or access and against all other unlawful forms of Processing of the Personal Data.

28.4. Supplier represents and warrants that (i) it does not and will not: (a) employ children, prison labour, indentured labour, bonded labour; (b) use corporal punishment or other forms of mental and physical coercion, or verbal, cruel or abusive practices as a form of discipline; and (c) discriminate against any employees on any ground including race, religion, disability age or gender. In the absence of any national or Local Law the parties agree to define "child" as being a person of less than fifteen (15) years of age (if Local Law sets the minimum age below fifteen (15) years of age, but is in accordance with exceptions under International Labour Organization Convention 138, the lower age will apply); and (ii) (a) it shall not give, promise or offer any Bribe, or request, agree to receive or accept any Bribe, in connection with this Contract or its dealings with the other party (this applies whether the Bribe is direct or through another party, and whether or not it involves a government official); (b) confirms that it is not an entity which a government official is a principal, material shareholder, officer, director or employee and is not an entity which is affiliated with any such government official; (c) shall have in place adequate procedures to prevent those performing services on its behalf from committing Bribery; and (d) shall keep accurate and true records that are not

misleading of all payments made in connection with this Contract or its dealings with the Buyer or the Representatives.

29. Severability

The invalidity or unenforceability of any provision or part of a provision of the Contract shall not affect the validity of the remaining part of the Contract. Parties shall replace the affected article by a valid one that has the same effect within the confines of the law as the affected article.

30. Waiver, rights and remedies

No failure or delay by the Buyer to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. The rights and remedies provided under this Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

31. The Supplier acknowledges that (i) the indemnification obligations contained in these Conditions, including but not limited to the ones provided for under article 15, are autonomous and independent obligations, (ii) none of the representations, warranties and guarantees given by the Supplier under these Conditions shall be construed or otherwise deemed as a representation, warranty or guarantee for the purpose of or under Articles 1490, 1497, 1512 or 1667 of the Italian Civil Code and (iii) any claim, right or remedy that the Buyer has under these Conditions with respect to any breach of any representation, warranty or guarantee given by the Supplier shall not be subject to the restrictions under Article 1495, 1512, 1663 and 1667 of the Italian Civil Code.

Pursuant to Article 1341 of the Italian Civil Code, the Supplier expressly and specifically approves the following provisions contained in the Conditions: Article 2 (Applicability), Article 3 (Invitation to tender and order), Article 4 (EHS and Site conditions), Article 6 (Changes and contract variations), Article 8 (Transfer of risk and title of ownership), Article 10 (Invoicing and payment), Article 11 (Delivery), Article 13 (Warranties and Guarantee), Article 15 (Indemnification), Article 19 (Review of Design Documents and Supplies), Article 20 (Packaging and transport), Article 21 (Intellectual Property Rights; Licences), Article 24 (Termination), Article 25 (Disputes), Article 26 (Applicable law), Article 28 (Data Protection and Compliance).