FOSSATI CATENE SRL ("FOSSATI CATENE") TERMS AND CONDITIONS OF PURCHASE OF GOODS AND SERVICES

1. Definitions and Interpretation

1.1. Definitions

Contract: means the Order and the Seller's acceptance of the Order in accordance with these Conditions.

Conditions: means these terms and conditions.

Data Privacy Laws: means all laws that relate to data protection, privacy, the use of information relating to individuals, and/or the information rights of individuals and all laws implementing them, in each case as may be replaced, extended or amended, including, without limitation, the General Data Protection Regulation (EU) 2016/679, as also coordinated by Legislative Decree no. 101/2018, as amended and supplemented.

Goods: means any goods agreed in the Contract to be bought by FOSSATI CATENE from the Seller (including any part or parts of them).

Order: means FOSSATI CATENE's written instruction to buy the Goods and/or the Services, incorporating these Conditions.

FOSSATI CATENE: means FOSSATI CATENE SRL, a joint-stock company incorporated under the laws of Italy, with registered office at Via del Tipografo 6, Bologna (BO), Italy, registered with the Italian Companies' Register under no. 01215090372, issued share capital of Euro 520,000.00represented by no. 520,000 shares, with par value Euro 1.00.

Seller: means the person, firm or company who sells Goods and/or Services to FOSSATI CATENE and whose details are set out in the Order.

Services: any services agreed in the Contract to be bought by FOSSATI CATENE from the Seller.

1.2. Unless otherwise stated, in these Conditions:

1.2.1. a "person" includes any individual, legal entity, association, or other entity (whether or not having a separate legal personality);

1.2.2. headings are for ease of reference only;

1.2.3. references to the word "including" are construed without limitation; and

1.2.4. references to legislation are references to that legislation as amended, extended, re-enacted or consolidated from time to time.

2 **Application of terms**

2.1 Subject to any variation under condition 2.4, these Conditions are the only conditions upon which FOSSATI CATENE is prepared to deal with the Seller and they shall govern the Contract to the entire exclusion of all other terms or conditions of the Seller.

2.2 The Seller's quotation constitutes an offer by the Seller to supply the Goods and/or Services set out in the quotation to FOSSATI CATENE on these Conditions. The Contract will be formed when FOSSATI CATENE accepts the quotation by issuing the Order to the Seller. For the avoidance of doubt, FOSSATI CATENE is under no obligation to accept the quotation.

2.3 No terms or conditions endorsed upon, delivered with or contained in the Seller's quotation, acknowledgement or acceptance of order, specification or similar document shall form part of the Contract and the Seller waives any right which it otherwise might have to rely on such terms and conditions.

2.4 No variation to the Contract will be effective unless it is in writing and signed by a duly authorised representative (which for FOSSATI CATENE must be a senior management representative) on behalf of each of the parties.

2.5 The Seller warrants and represents that it has the right, power and authority to enter into this Contract and that its entry into and performance of this Contract shall not cause it to be in breach of any obligation owed to a third party.

2.6 If there is a conflict among the terms set out in these Conditions, any order, order confirmation and quotation, the terms will govern in this order: (i) these Conditions; (ii) order confirmation; (iii) order; and (iv) quotation.

3 **Quality and defects**

3.1 The Seller warrants to FOSSATI CATENE that the Goods shall:

(i) be of the best available design of the best quality and material and workmanship;

(ii) be new and fit for any purpose held out by the Seller or made known to the Seller by FOSSATI CATENE, expressly or by implication having regard to the contents of the Order and the purpose and nature of the Contract;

(iii) be without fault in design, materials and workmanship and remain so for 12 months after delivery or for such other period as may be specified in the Order; and

(iv) conform in all respects with the Order and specification and/or patterns supplied or advised by FOSSATI CATENE to the Seller; and

(v) fulfil any quality assurance procedures of Seller

3.2 The Seller warrants and represents to FOSSATI CATENE that:

3.2.1 the Seller will perform the Services with reasonable care and skill and in accordance with generally recognised commercial practices and standards in the industry for similar services;

3.2.2 the Services will conform with all descriptions and specifications provided to FOSSATI CATENE by the Seller; and

3.2.3 the Services and the Goods (including any labelling on the Goods) will comply with and be provided in accordance with all applicable legislation and regulations and export control laws from time to time in force, and the Seller will inform FOSSATI CATENE as soon as it becomes aware of any changes in that legislation.

3.3 FOSSATI CATENE's rights under these conditions are in addition to the statutory conditions implied in favour of FOSSATI CATENE.

3.4 At any time prior to delivery of the Goods to FOSSATI CATENE, FOSSATI CATENE shall have the right to inspect and test the Goods at all times upon providing reasonable notice of such inspection in writing.

3.5 If the results of such inspection or testing cause FOSSATI CATENE to be of the opinion that the Goods do not conform or are unlikely to conform with the Order or to any specifications and/or patterns supplied or advised by FOSSATI CATENE to the Seller, FOSSATI CATENE shall inform the Seller and the Seller shall immediately take such action as is necessary to ensure conformity (including repair or replacement of such Goods at Seller's cost) and in addition FOSSATI CATENE shall have the right to require and witness further testing and inspection.

3.6 Notwithstanding any such inspection or testing, the Seller shall remain fully responsible for the Goods and any such inspection or testing shall not diminish or otherwise affect the Seller's obligations under the Contract.

3.7 If any of the Goods and/or Services fail to comply with the provisions set out in conditions 3.1 and/or 3.2, FOSSATI CATENE shall be entitled to avail itself of any one or more remedies listed in conditions 4 or 12.

4 **Indemnity**

4.1 The Seller shall keep FOSSATI CATENE indemnified in full, and hold FOSSATI CATENE harmless, against all direct, indirect or consequential liabilities (all three of which terms include, without limitation, loss of profit, loss of business, depletion of goodwill and like loss), loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by FOSSATI CATENE as a result of or in connection with:

4.1.1 defective workmanship, quality or materials;

4.1.2 an infringement or alleged infringement of any intellectual property rights caused by the use, manufacture or supply of the Goods and/or Services; and

4.1.3 any claim made against FOSSATI CATENE in respect of any liability, loss, damage, injury, cost or expense sustained by FOSSATI CATENE's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Goods and/or Services as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance

of the terms of the Contract by the Seller.
4.1.4 Any other losses incurred by FOSSATI CATENE as a result of the breach, negligent performance, failure or delay in performance of the terms of the Contract by the Seller.
4.2 In any case, the Seller, pursuant to Art. 1223 of the Italian Civil Code, is liable for any damage suffered by FOSSATI CATENE in connection with the non-performance or poor performance of the obligations provided by the Contract.

5 **Delivery**
5.1 The Goods shall be delivered, carriage paid, and/or the Services provided at FOSSATI CATENE's place of business or to such other place of delivery as is agreed by FOSSATI CATENE in writing prior to delivery of the Goods and/or provision of the Services (the "**Delivery Location**").
Unless otherwise agreed in the Order, delivery of the Goods shall be on a DDP basis (Incoterms 2020) and completed when the Goods are delivered by the Seller to the delivery location specified in the Order (Delivery Location).
5.2 The date for delivery of the Goods and/or provision of the Services shall be specified in the Order, or if no such date is specified then delivery shall take place within 28 days of the Order.
5.3 Unless otherwise agreed in the Order, the Seller shall invoice FOSSATI CATENE: (a) for the Goods, on or at any time after completion of delivery of the Goods to the Delivery Location; and (b) for the Services, on or at any time after completion of the Services. Each invoice shall include such supporting information reasonably required by FOSSATI CATENE to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.
5.4 The Seller shall ensure that each delivery is accompanied by a delivery note which shows, among other things, the Order number, date of Order, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered.
5.5 Time for delivery of the Goods and/or provision of the Services shall be of the essence, under Art. 1457 of the Italian Civil Code.
5.6 Unless otherwise stipulated by FOSSATI CATENE in the Order, deliveries shall only be accepted by FOSSATI CATENE in normal business hours.
5.7 If the Goods are not delivered and/or the Services not provided on the due date then, without prejudice to any other rights which it may have, FOSSATI CATENE reserves the right to:
5.7.1 terminate the Contract in whole or in part;
5.7.2 refuse to accept any subsequent delivery of the Goods and/or provision of the Services which the Seller attempts to make;
5.7.3 recover from the Seller any expenditure reasonably incurred by FOSSATI CATENE in obtaining the Goods and/or Services in substitution from another supplier; and
5.7.4 claim damages for any additional costs, loss or expenses incurred by FOSSATI CATENE which are in any way attributable to the Seller's failure to deliver the Goods and/or provide the Services on the due date.
5.8 If the Seller requires FOSSATI CATENE to return any packaging material to the Seller that fact must be clearly stated on any delivery note delivered to FOSSATI CATENE and any such packaging material shall only be returned to the Seller at the cost of the Seller.
5.9 Where FOSSATI CATENE agrees in writing to accept delivery by instalments the Contract shall be construed as a single contract in respect of each instalment. Nevertheless, failure by the Seller to deliver any one instalment shall entitle FOSSATI CATENE at its option to treat the whole Contract as repudiated.
5.10 If the Goods are delivered to FOSSATI CATENE in excess of the quantities ordered, FOSSATI CATENE shall not be bound to pay for the excess and any excess shall be and shall remain at the Seller's risk and shall be returnable at the Seller's expense.
5.11 FOSSATI CATENE shall not be deemed to have accepted the Goods and/or Services until it has had thirty days to inspect them following delivery or provision thereof. FOSSATI CATENE shall also have the right to reject the Goods and/or Services as though they had not been accepted for fourteen days after any latent defect in the Goods and/or Services has become apparent. In each case the Seller shall be responsible for the cost and collection of Goods which have been rejected pursuant to this clause.
5.12 Delivery of the Goods shall be completed on the completion of the unloading of the Goods at the Delivery Location.

6 **Risk/property**
The Goods shall remain at the risk of the Seller until delivery to FOSSATI CATENE is complete, in accordance with condition 5.12 (including off-loading and stacking) when ownership of the Goods shall pass to FOSSATI CATENE.

7 **Price**
7.1 The price of the Goods and/or Services shall be stated in the Order and unless otherwise agreed in writing by FOSSATI CATENE shall be exclusive of value added tax (or its equivalent) but inclusive of all other charges including any taxes, levies, tariffs, duties or fees and the costs of packaging, wrapping, cartons, boxing, containers, crating, cartage, insurance and carriage. No extra charges shall be effective or payable unless expressly agreed in the Order or otherwise in writing by a senior management representative of FOSSATI CATENE.
7.2 No variation in the price nor extra charges shall be accepted by FOSSATI CATENE.

8 **Payment**
8.1 FOSSATI CATENE shall pay the price of the Goods and/or Services within sixty days of delivery of the Goods and/or provision of the Services to FOSSATI CATENE, but time for payment shall not be of the essence of the Contract.
8.2 Without prejudice to any other right or remedy, FOSSATI CATENE reserves the right to set off any amount owing at any time from the Seller to FOSSATI CATENE against any amount payable by FOSSATI CATENE to the Seller under the Contract, whether such amounts are present or future, liquidated or unliquidated.
8.3 The Seller is not entitled to suspend deliveries of the Goods and/or provision of the Services as a result of any sums being outstanding.

9 **Confidentiality**
The Seller shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Seller by FOSSATI CATENE or its agents and any other confidential information concerning FOSSATI CATENE's business or its products which the Seller may obtain and the Seller shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Seller's obligations to FOSSATI CATENE and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind the Seller.

10 **FOSSATI CATENE's property**
Materials, equipment, tools, dies, moulds, copyright, design rights or any other forms of intellectual property rights in all drawings, specifications and data supplied by FOSSATI CATENE to the Seller or not so supplied but used by the Seller specifically in the manufacture of the Goods or provision of the Services shall at all times be and remain the exclusive property of FOSSATI CATENE but shall be held by the Seller in safe custody at its own risk and maintained and kept in good condition by the Seller until returned to FOSSATI CATENE and shall not be disposed of other than in accordance

with FOSSATI CATENE's written instructions, nor shall such items be used otherwise than as authorized by FOSSATI CATENE in writing.

11 **Termination**

11.1 FOSSATI CATENE shall have the right at any time and for any reason to terminate the Contract in whole or in part by giving the Seller written notice whereupon all work on the Contract shall be discontinued. If FOSSATI CATENE terminates the Contract pursuant to this condition 11.1, FOSSATI CATENE shall pay to the Seller fair and reasonable compensation for work-in-progress at the time of termination but such compensation shall not include loss of anticipated profits or any consequential loss. The Seller shall immediately deliver to FOSSATI CATENE all Goods (including work in progress) whether or not complete which FOSSATI CATENE has paid for, and return any materials provided by FOSSATI CATENE.

11.2 FOSSATI CATENE shall have the right at any time by giving notice in writing to the Seller to terminate the Contract forthwith if:

11.2.1 the Seller commits a material breach of any of the terms and conditions of the Contract; or

11.2.2 any distress, execution or other process is levied upon any of the assets of the Seller; or

11.2.3 the Seller has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Seller or notice of intention to appoint an administrator is given by the Seller or its directors, or a resolution is passed or a petition presented to any court for the winding-up of the Seller or for the granting of an administration order in respect of the Seller, or any proceedings are commenced relating to the insolvency or possible insolvency of the Seller; or

11.2.4 any event occurring, or proceeding being taken, with respect to the Seller in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in conditions 11.2.2 or 11.2.3; or

11.2.5 the Seller ceases or threatens to cease to carry on its business; or

11.2.6 the financial position of the Seller deteriorates to such an extent that in the opinion of FOSSATI CATENE the capability of the Seller adequately to fulfil its obligations under the Contract has been placed in jeopardy;

11.2.7 the Seller repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract.

11.3 The termination of the Contract, however arising, shall be without prejudice to the rights and duties of FOSSATI CATENE accrued prior to termination. The conditions which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

11.4 The Contract cannot be terminated by the Seller in the event contemplated in Art. 1467 of the Italian Civil Code.

12 **Remedies**

Without prejudice to any other right or remedy which FOSSATI CATENE may have, if any Goods and/or Services are not supplied in accordance with, or the Seller fails to comply with, any of the terms of the Contract, FOSSATI CATENE shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods and/or Services have been accepted by FOSSATI CATENE:

12.1 to revoke the relevant Order;

12.2 to reject the Goods and/or Services (in whole or in part) and, in the case of the Goods, return them to the Seller at the risk and cost of the Seller on the basis that a full refund for the Goods so returned and/or Services so rejected shall be paid forthwith by the Seller;

12.3 at FOSSATI CATENE's option to give the Seller the opportunity at the Seller's expense either to remedy any defect in the Goods and/or Services or to supply replacement Goods and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;

12.4 to refuse to accept any further deliveries of the Goods and/or provision of Services but without any liability to the Seller;

12.5 to carry out at the Seller's expense any work necessary to make the Goods and/or Services comply with the Contract; and

12.6 to claim such damages as may have been sustained in consequence of the Seller's breach or breaches of the Contract.

13 **Assignment**

13.1 The Seller shall not be entitled to assign, transfer, mortgage or subcontract the Contract or any part of it without the prior written consent of FOSSATI CATENE.

13.2 FOSSATI CATENE may assign, transfer, mortgage or subcontract the Contract or any part of it to any person, firm or company.

14 **Force majeure**

14.1 **Force Majeure Event** means any event beyond the reasonable control of a party including, but not limited to, acts of God, outbreak of hostilities, riot, epidemic, civil disturbance, acts of terrorism, act of government or government authority, fire, explosion, flood, strike, lockout or other form of industrial or third party action excluding however, in every case: (a) any fault or delay by the Seller's subcontractors; (b) any industrial or civil dispute relating to all or part of the Seller's workforce; (c) any refusal or revocation of licence or consent; and (d) any lack of funds.

14.2 Subject to condition 14.3, neither party will be in breach of this Contract as a result of, nor will either party be liable to the other party for, liabilities, damages or other losses arising out of delays or failure in performance to the extent caused by a Force Majeure Event as long as such failure or delay could not have been prevented by reasonable precautions. The time for performance of an obligation which is affected by a Force Majeure Event shall be extended by a period which reflects the delay caused by the Force Majeure Event.

14.3 A party shall only be entitled to claim relief under Condition 14.2 in respect of a Force Majeure Event if and to the extent that such party:

14.3.1 promptly gives notice to the other of its wish to claim relief under condition 14.2 together with details of the Force Majeure Event, including the party's estimate of its duration and the way in which the party considers that the performance of its obligations is likely to be affected; and

14.3.2 takes all reasonable steps available to it to minimise the effects of the Force Majeure Event on the performance of its obligations and to resume full performance as soon as reasonably possible.

14.4 If under condition 14.2 the Seller is relieved from performing any obligation, it shall not be entitled to payment for performance of that obligation in respect of the period for which relief is obtained.

14.5 If, pursuant to this condition 14, the Seller is excused from the performance of its obligations in accordance with this Contract for more than 30 days, FOSSATI CATENE may terminate this Contract by giving written notice of termination to the Seller.

15 **Anti-corruption**

15.1 The Seller will, and will procure that its officers, employees, agents and any other persons who

perform services for the Seller or on the Seller's behalf in connection with the Contract will:

15.1.1 not commit any act or omission which causes or could cause FOSSATI CATENE or the Seller to breach, or commit an offence under, any laws relating to anti-bribery and/or anti-corruption;

15.1.2 keep accurate and up to date records showing all payments made and received and all other advantages given and received in connection with the Contract and the steps taken to comply with this Condition, and permit FOSSATI CATENE to inspect those records as reasonably required.

15.1.3 Promptly notify FOSSATI CATENE of:

15.1.3.1 any request or demand for any financial or other advantage received by the Seller; and

15.1.3.2 any financial or other advantage the Seller gives or intends to give whether directly or indirectly in connection with the Contract; and

15.1.4 promptly notify FOSSATI CATENE of any breach of this Condition.

15.2 FOSSATI CATENE may terminate the Contract immediately by giving written notice to that effect to the Seller if the Seller is in breach of Condition 15.1.

15.3 The Seller shall indemnify FOSSATI CATENE against all losses, liabilities, costs, damages and expenses that FOSSATI CATENE does or will incur or suffer, all claims or proceedings made, brought or threatened against FOSSATI CATENE by any person and all losses, liabilities, costs (on a full indemnity basis), damages and expenses FOSSATI CATENE does or will incur or suffer as a result of defending or settling any such actual or threatened claim or proceeding, in each case arising out of or in connection with any breach of any of the Seller's obligations under Condition 15.1 (including any failure or delay in performing, or negligent performance or non-performance of, any of those obligations), including the costs of procuring the Goods and/or Services from a person other than the Seller (including the costs of interim service provision, the costs of any re-tender and the amount by which any new service provider's prices exceed the prices and charges payable to the Seller under the Contract). The Seller will have no liability to FOSSATI CATENE under this Condition for any loss, liability, cost, damage, expense, claim or proceeding to the extent that it would not have been incurred or suffered but for FOSSATI CATENE's criminal liability.

15.4 The Seller shall indemnify FOSSATI CATENE against all losses, liabilities, costs, damages and expenses that FOSSATI CATENE does or will incur or suffer, all claims or proceedings made, brought or threatened against FOSSATI CATENE by any person and all losses, liabilities, costs (on a full indemnity basis), damages and expenses FOSSATI CATENE does or will incur or suffer as a result of defending or settling any such actual or threatened claim or proceeding, in each case arising out of or in connection with any being brought against FOSSATI CATENE as a result of the Seller's conduct or the conduct of any of the Seller's officers, employees, agents or any other persons who perform services for or on the Seller's behalf in connection with the Contract, where such proceedings do not result in a conviction against FOSSATI CATENE, including the costs of procuring the Goods and/or Services from a person other than the Seller (including the costs of interim service provision, the costs of any re-tender and the amount by which any new service provider's prices exceed the prices and charges payable to the Seller under the Contract).

15.5 The Seller undertakes to comply with the strictest and rules of ethics and morality applicable in Italy as rules of mandatory application or as a matter of public order .

15.6 The Seller shall immediately notify FOSSATI CATENE as soon as it becomes aware of a breach of any of the requirements in this Condition 15.

16 Data Protection

16.1 For the purposes of this Condition, the terms "Controller", "Personal Data", "Processor", "Personal Data Breach", "Supervisory Authority", "process", "processing", "processed" and "Data Subject" shall have the meanings given under Data Privacy Laws.

16.2 The provision of Goods and/or Services may require the Seller to process Personal Data for and on behalf of FOSSATI CATENE. In respect of such processing, the parties acknowledge and agree that the FOSSATI CATENE shall be the Data Controller and the Seller shall be the Data Processor.

16.3 The Seller shall comply with Data Privacy Laws and ensure all instructions issued to FOSSATI CATENE comply with the same.

16.4 In respect of any processing of Personal Data that the Seller undertakes for and on behalf of FOSSATI CATENE under a Contract, the Seller shall:

16.4.1 only process Personal Data for as long as is necessary under (and fully in compliance with) the Data Privacy Laws (the "**Duration**") and only to the extent necessary for the provision of Goods and/or Services to FOSSATI CATENE or as otherwise required by applicable laws (the "**Purpose**"). The subject-matter of the processing of the Personal is set out in the Contract (the "**Subject-Matter**") and the nature and purpose of the Processing is the Purpose. The Data Subjects whose Personal Data the Seller is entitled to process are those Data Subjects as necessary for the provision of the Goods and/or Services (the "**Categories of Data Subjects**"), and the types of Personal Data which the Seller may process are those types of Personal Data as necessary for the provision of the Goods and/or Services (the "Type of Personal Data");

16.4.2 implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk of processing;

16.4.3 notify FOSSATI CATENE without undue delay after becoming aware of a Personal Data Breach;

16.4.4 at the Seller's expense, assist FOSSATI CATENE in its compliance with its obligations under Data Privacy Laws in respect of security of processing, carrying out data protection impact assessments (as defined in Data Privacy Laws), remedial action to be taken in response to a Personal Data Breach, in each case insofar as it is able taking into account the nature of the processing and the information available to the Seller;

16.4.5 only sub-contract the processing of Personal Data where obligations in relation to the processing of Personal Data that are the same as, or substantially equivalent to, those imposed on the Seller under these Conditions are imposed by contract on the sub-processor. Further, the Seller shall give FOSSATI CATENE reasonable advance notice of any intended changes concerning the addition or replacement of any sub-processors; and

16.4.6 not transfer Personal Data to any country outside Italy and EEA without the prior written consent of FOSSATI CATENE (not to be unreasonably withheld or delayed).

17 **General**

17.1 Each right or remedy of FOSSATI CATENE under the Contract is without prejudice to any other right or remedy of FOSSATI CATENE whether under the Contract or not.

17.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

17.3 Failure or delay by FOSSATI CATENE in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

17.4 Any waiver by FOSSATI CATENE of any breach of, or any default under, any provision of the Contract by the Seller shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

17.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by any person

that is not a party to it.

17.6 Nothing in the Contract and no action taken by the parties in connection with it will create a partnership or joint venture between the parties or give either party authority to act as the agent of or in the name of or on behalf of the other party or to bind the other party or to hold itself out as being entitled to do so.

17.7 The Contract constitutes the entire agreement between the parties and supersedes any prior agreement or arrangement in respect of its subject matter and Seller has not entered into the Contract in reliance upon, and it will have no remedy in respect of, any misrepresentation, representation or statement (whether made by FOSSATI CATENE or any other person) which is not expressly set out in the Contract. The only remedies available for any misrepresentation or breach of any representation or statement which was made prior to entry into the Contract and which is expressly set out in the Contract will be for breach of contract. Nothing in this condition will be interpreted or construed as limiting or excluding the liability of any party for fraud or fraudulent misrepresentation.

17.8 The parties agree that any notice issued under the Contract must be made in writing (which shall include email) and shall be deemed to have been received 2 days after the date on which it was posted (or in the case of email, at the time of transmission or where the email is received after 5pm on a working day it will be deemed to be received on the next working day). Notices to FOSSATI CATENE must be sent to the Company Secretary at the registered address of the Company.

17.9 The Seller agrees that it must not publicise the Contract or its relationship with FOSSATI CATENE (including by using the FOSSATI CATENE name or logo on any of its websites or literature or any other depiction of FOSSATI CATENE in any media format) unless FOSSATI CATENE has given its prior written consent to that publicity.

17.10 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Italy, and the parties submit to the exclusive jurisdiction of the Courts of Rome.