

GENERAL CONDITIONS OF SUPPLY

1. Applicability of these General Conditions of Supply

- 1.1 Except as otherwise expressly agreed in writing by HP Composites S.p.A. ("HP Composites"), these general conditions of supply (the "General Conditions") constitute an integral part of and govern all contracts for the supply by HP Composites, to customers in Italy and/or abroad (the "Customer/s"), of (i) products and materials engineered, developed, manufactured and/or sold by HP Composites, processing relating to said products and materials, components thereof, accessories and/or spare parts therefor (the "Products"), as well as (ii) technical consulting, design, engineering, research and development services (the "Services").
- 1.2 All offers, order confirmations, deliveries and invoices from HP Composites shall be deemed to have been made on the basis of these General Conditions, except as otherwise agreed in writing by HP Composites. Different contractual conditions, contained in the Customer's general or special conditions of purchase, shall be binding on HP Composites only if HP Composites expressly accepts them in writing.
- 1.3 These General Conditions, which have also been published on HP Composites' internet website <https://www.hpcomposites.it>, shall be deemed to be known to and accepted by the Customer when the Customer sends a request for an offer, issues a purchase order, approves a prototype and, in any case, when the Customer accepts the Products and/or Services supplied by HP Composites, without reservation or objections by the Customer concerning these General Conditions.

2. Contract Formation – Acceptance of Orders

- 2.1 The offers made by HP Composites to the Customer (on the basis of requests for offers, as well as on the basis of the technical characteristics, technical drawings or requirements, of the Products and/or Services, provided by the Customer and in HP Composites' possession on that date) shall be valid only for the period of time indicated therein and, when that period has elapsed, said offers shall expire without any need for revocation thereof. If not otherwise expressly indicated by HP Composites, the offer shall be deemed to be valid for 30 (thirty) days from the date on which the offer is issued and shall expire at the end of said thirty-day term unless the Customer has accepted the offer by issuing a purchase order. The delivery times (or dates) indicated by HP Composites in the offer are for reference purposes only and are not binding on HP Composites.
- 2.2 The Customer shall send its written order to HP Composites. Except as otherwise provided in article 2.3 below, each contract shall be deemed to have been entered into at the time the Customer receives from HP Composites written confirmation of the order placed by the Customer and referring to HP Composites' offer. In the absence of HP Composites' confirmation of the order, the order cannot be deemed binding for HP Composites.
- 2.3 However, if the Customer receives from HP Composites a written order confirmation (even by means of a written

communication from HP Composites referring to the order) containing terms and conditions different from those in the order, the contract will be deemed to have been entered into, on the conditions indicated by HP Composites, upon the earlier of the following: (i) 5 (five) working days following the Customer's receipt of said order confirmation (or written communication from HP Composites), if the Customer has made no written objection thereto to HP Composites or (ii) the delivery or partial delivery of the relevant Products and/or the performance or partial performance of the relevant Services, by HP Composites in accordance with these General Conditions.

- 2.4 HP Composites will not accept from the Customer any order which does not precisely identify the Products and/or Services to be supplied and the relevant conditions (quantity, time and manner of delivery, prices, time and manner of payment) or with respect to which HP Composites (i) has not previously received from the Customer, and approved in writing, technical specifications, specific requirements, drawings, technical data, construction features and functional characteristics or (ii) has not previously received the Customer's approval of any prototypes, which are necessary for the production and supply of the Products. The Customer alone is responsible for the use and destination of the Products (including installation and assembly) and/or of the Services. HP Composites shall be responsible for design, engineering or technical consulting services only if the supply of said Services has been expressly agreed upon by HP Composites in writing.
- 2.5 The Customer may send to HP Composites (i) closed orders, in which the Customer expressly sets forth the Products and/or Services, quantities, unit prices, aggregate prices, manner and timing of delivery but also (ii) open orders, in which the Customer sets forth the Products and/or Services, unit prices and the quantities of Products and/or Services to be purchased by the Customer over a certain time period or (iii) scheduled orders, in which the Customer sets forth the Products and/or Services, unit prices and the minimum and maximum quantities of Products and/or Services to be delivered in accordance with a schedule to be agreed upon in writing with HP Composites and in the absence of which the scheduled order cannot be deemed binding for HP Composites. The Customer shall implement each open or scheduled order by issuing, at the agreed times, closed orders expressly indicating, among other things, the quantities of Products and/or Services and the timeframes for delivery thereof to the Customer, which closed orders shall be binding on HP Composites only if confirmed by HP Composites in accordance with the provisions of these General Conditions. In the case of open or scheduled orders, HP Composites will not guarantee the supply of additional quantities of Products and/or Services or more onerous delivery times than those indicated in the open or scheduled order in question.
- 2.6 Purchase orders (whether closed, open or scheduled) which have been confirmed by HP Composites, may in no event be changed or cancelled by the Customer; any changes to or

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Società soggetta a direzione e coordinamento EVERSPEED COMPOSITES - Francia



cancellations of the orders shall be effective only if previously authorized or subsequently accepted by HP Composites in writing. In the event of cancellation or revocation, in whole or in part, of orders which have already been confirmed by HP Composites and/or termination of an ongoing supply, concerning Products to be produced and/or Services to be supplied by HP Composites on the basis of technical specifications provided by the Customer, the Customer agrees, respectively, (i) to purchase from HP Composites all of the materials (raw materials, unfinished and finished goods) procured by HP Composites and all of the Products manufactured and/or procured by HP Composites in order to ensure that individual orders will be filled and/or to comply with any ongoing Product supply obligations agreed upon with the Customer and (ii) to hold harmless and indemnify HP Composites from and against the costs incurred and/or work carried out by HP Composites in the meantime in order to ensure that individual orders will be filled and/or to comply with any ongoing Service supply obligations agreed upon with the Customer. If the revocation or cancellation of an order, in whole or in part, reaches HP Composites more than 10 (ten) days following the order confirmation, HP Composites reserves the right to charge the Customer a penalty equal to the aggregate amount of the order or the part of the order that was cancelled, without prejudice to HP Composites' right to recover any additional damages actually suffered by HP Composites in terms of procurement, labor and processing time, and the additional costs incurred. If the Customer asks to increase an open or scheduled order, HP Composites will inform the Customer of the additional price of the Products and/or Services in question; said price change will apply if expressly accepted by the Customer or, in any case, from the moment the Customer takes delivery of the first supply of the Products and/or Services following the order change request sent by the Customer to HP Composites and HP Composites' notice to the Customer of the price change. HP Composites reserves the right not (a) to commence production of the additional Products and/or (b) to begin supplying the additional Services until receipt of a written confirmation from the Customer of the price change.

2.7 All information, technical data, drawings, photographs and illustrations concerning the Products and/or Services contained in documents supplied by HP Composites and attached to or set forth in HP Composites' offers or contained in HP Composites' catalogues, price lists, prospectuses, newsletters, advertisements, website or other explanatory documents, shall be deemed to be for reference purposes only and non-binding, except as otherwise expressly indicated in HP Composites' offer and/or order confirmation.

3. Molds, equipment, capital equipment, materials and unfinished goods - Product prototypes and pilot series

3.1 Except as otherwise agreed by the parties in writing, where contracts are entered into for the supply by HP Composites of Products to be produced on the basis of technical specifications provided by the Customer, the Customer shall supply HP Composites with the molds, capital equipment and other equipment necessary for the start of production of the Products (the "**Customer's Equipment**"), at the Customer's cost and expense and under the Customer's responsibility, and/or shall commission HP Composites to design and manufacture said Customer's Equipment at the price and on the conditions set forth by HP Composites in its offer and/or in its subsequent order confirmation. It is understood that if the Customer commissions HP Composites to design and manufacture the Customer's

Equipment, the price set forth by HP Composites shall be deemed to exclude the disposal/removal costs and expense which shall, in all cases, be borne by the Customer.

3.2 Once the Customer has paid the full agreed price to HP Composites, the Customer shall become the owner of the Customer's Equipment and the Customer shall grant to HP Composites the right to hold and use the Customer's Equipment, as bailee, free of charge, for the entire duration of the serial production and ongoing supply of the Products to be manufactured using said Customer's Equipment, on the terms and conditions of the bailment agreement that will be entered into by the Customer and HP Composites. HP Composites shall safeguard the Customer's Equipment with the diligence of a responsible business person and shall do everything in its power in order to avoid seizure or attachment thereof, levy thereon or the like by HP Composites' creditors.

3.3 Said Customer's Equipment may remain at HP Composites' facilities, at no cost to the Customer, for a period no longer than that of the supply of the relating Products to be manufactured using said Equipment. HP Composites shall return the Customer's Equipment to the Customer, at the latter's cost and expense, (i) as soon as the Customer's Equipment is no longer necessary for the performance of the contract for the ongoing, serial supply of the relating Products and, therefore, upon stop of production (ii) if the contract is terminated for whatever reason or (iii) following the Customer's written request. In any case, if 12 (twelve) months following the last order placed by the Customer with HP Composites in respect of Products to be manufactured by HP Composites using said Customer's Equipment, the Customer has not collected the Customer's Equipment, HP Composites will send the Customer, by registered post with return receipt requested or certified e-mail, a written request to collect the Customer's Equipment. If the Customer fails to collect the Customer's Equipment, at the Customer's cost and expense, within 10 (ten) working days following the Customer's receipt of HP Composites' written request, HP Composites shall dispose of the Customer's Equipment, at the Customer's cost and expense, and shall issue an invoice to the Customer for said costs and expenses; the Customer agrees to pay said invoice in full no later than 30 (thirty) days thereafter.

3.4 By the deadline indicated by HP Composites in its offer and/or order confirmation, or any later date agreed upon by the parties in writing, HP Composites shall produce one or more prototypes of the Products in compliance with the technical specifications and the aesthetic and dimensional tolerances agreed upon with the Customer (the "**Prototype/s**") and shall deliver said Prototype/s to the Customer in order to enable the Customer to carry out all of the necessary tests and checking. No later than 15 (fifteen) days following its receipt of the Prototype/s, the Customer, after having inspected and checked said Prototype/s, shall (a) provide HP Composites with the Customer's written approval of said Prototype/s or (b) place a further order for 2 (two) final Prototype/s, which order shall be deemed to constitute approval of the Prototype/s, or (c) provide HP Composites with a detailed written description of any changes to be made to the Prototype/s in order to bring said Prototype/s into compliance with the agreed technical specifications or with the design and/or technical specifications supplied by the Customer. In the latter case, unless otherwise agreed in writing, HP Composites shall send the Customer a new offer, pursuant to these General Conditions, for the production of one or more new modified

- Prototype/s for the supply in question and the provisions of this article 3.4 shall apply again.
- 3.5 If, for any reason, during the duration of serial supply, the Customer asks HP Composites to change HP Composites' manufacturing process or the Products' technical specifications, also as concerns the approved Prototype/s, HP Composites and the Customer must (a) agree in writing on a new production plan describing the steps HP Composites must take in order to adapt the Products to the new technical specifications and (b) negotiate the new prices and delivery timeframe. HP Composites shall exercise its best efforts to make the changes to the Products requested by the Customer in writing, provided that (i) the cost of said changes is borne by the Customer alone and (ii) the Product delivery schedule is changed appropriately so as to take into account the increases in production time caused by said changes to the Products.
- 3.6 If so provided in HP Composites' offer, following HP Composites' written confirmation of the Customer's order therefor in accordance with these General Conditions, HP Composites shall start production and supply of a pilot series comprised of the number of Products agreed upon by the parties. No later than 15 (fifteen) working days following the date on which the Customer takes delivery of said pilot series Products, the Customer shall provide HP Composites with the Customer's written observations concerning the pilot series. Unless the Customer provides HP Composites with written objections to or change requests concerning the pilot series Products within said 15 (fifteen)-working-day term, the pilot series Products shall be deemed to have been approved by the Customer and HP Composites shall consider the pilot series Products to have been accepted by the Customer and shall begin serial production.
- 4. Product and Service Prices**
- 4.1 Except as otherwise agreed by the parties in writing, the following prices shall apply to every purchase order: the prices set forth in the price lists provided by HP Composites to the Customer and in force at the time the contract is entered into pursuant to article 2 above, or in the absence of such price lists, the prices indicated by HP Composites in the relevant offer or in the subsequent order confirmation. If, during the contractual relationship, at the Customer's request, significant changes or variations are made to the Products and/or Services or to the production process which entail increases in HP Composites' costs, HP Composites shall be entitled to a price adjustment even if the contract does not expressly so provide.
- 4.2 Except as otherwise agreed by HP Composites in writing, the prices of HP Composites' Products and Services shall be deemed to be in Euros, to be "FCA – Free Carrier HP Composites' plant Ascoli Piceno Italy," ICC Incoterms®, and to exclude transport costs, insurance, customs duties, value added tax and other taxes. Packaging costs shall be included in the prices of the Products, it being understood that HP Composites shall pack the Products using the type of packaging that HP Composites, in its discretion, deems most appropriate, based on the information concerning transportation provided by the Customer to HP Composites and in HP Composites' possession at the time of shipping. Any particular packaging must be requested expressly by the Customer at or before the time the order is placed, shall be quoted by HP Composites separately and shall be agreed upon by HP Composites and the Customer expressly in writing.
- 4.3 In the event of a change in market conditions and/or an overall increase in production costs (including, for example, the cost of raw materials, energy, labor, components or accessories used in manufacturing the Products or providing the Services) exceeding 5% (five percent) of the production costs estimated by HP Composites at the time of its offer, HP Composites shall be entitled to increase the prices of the Products and/or Services even in cases in which the relevant contract has already been entered into. In that event, HP Composites shall inform the Customer in writing of the new prices and of the reasons why said change was necessary. Unless the Customer expressly rejects the new prices within 10 (ten) days following the Customer's receipt of HP Composites' notice of the price increase, the Customer shall be deemed to have accepted said new prices and the new prices shall be binding for the Customer with effect as of the first delivery of Products and/or Services following the date of the notice. If the Customer expressly rejects the new prices within said 10 (ten)-day term following the Customer's receipt of HP Composites' notice of the price increase, said prices shall be deemed to have been rejected by the Customer; in said case, unless the Customer proposes a fair amendment to the contract and the parties reach a different agreement in writing within 30 (thirty) days following the Customer's receipt of HP Composites' notice of the price increase, the contract shall be deemed terminated by operation of law. In the event of such termination, without prejudice to the parties' obligations arising from previous contracts of sale which have already been performed at the time of termination or to the provisions of article 3.3 above, the Customer shall purchase from HP Composites all of the materials (raw materials, unfinished and finished goods) procured by HP Composites and all of the Products manufactured and/or procured by HP Composites, in order to ensure that individual orders already issued by the Customer and/or reasonably expected by HP Composites would be filled and/or to comply with ongoing Product supply obligations agreed upon with the Customer.
- 5. Delivery – Risk of Loss - Transfer of title**
- 5.1 Except as otherwise agreed by HP Composites in writing, the Products and/or Services shall be delivered to the Customer "FCA – Free Carrier HP Composites' plant Ascoli Piceno Italy." Said commercial term, as well as any other commercial term that may be agreed upon by the parties in writing, shall have the meaning given to it in the then current edition of the International Chamber of Commerce's Incoterms®.
- 5.2 In the event of delivery "FCA – Free Carrier," ICC Incoterms®, HP Composites shall not enter into any shipment or transportation contract with respect to the Products unless expressly requested to do so by the Customer in writing and at the Customer's risk and expense, and the cost of shipment or transportation borne by HP Composites will be charged to the Customer in HP Composites' invoice, in addition to the agreed prices.
- 5.3 If the Products and/or Services are to be delivered at HP Composites' warehouses, HP Composites shall inform the Customer of the availability of the Products and/or Services at HP Composites' warehouses and shall subsequently issue the relevant invoice. If the Customer fails to collect the Products and/or Services within 5 (five) working days following the date on which the Products and/or Services become available at HP Composites' warehouses, HP Composites reserves the right to charge the Customer for the

storage and safeguarding costs incurred by HP Composites from the end of said 5 (five)-working-day period until the date on which the Products and/or Services are actually collected. The payment deadlines applicable pursuant to article 7 below shall remain binding for the Customer even if the latter fails timely to collect the Products.

5.4 Title to the Products shall be transferred to the Customer at the time of delivery thereof, in accordance with the agreed ICC Incoterm®.

6. Time of delivery – Partial delivery

6.1 The Products and/or Services shall be delivered within the delivery timeframes (or by the delivery dates) indicated by HP Composites in the relevant order confirmation, considering that, unless otherwise indicated in the offer, the minimum timeframe for delivery of the Products and/or Services shall be 8 (eight) weeks following the issuance of HP Composites' order confirmation (lead time). In the event of difference between (i) the delivery timeframes (or dates) requested by the Customer in the order and (ii) the delivery timeframes (or dates) provided for by HP Composites in the order confirmation, the latter shall prevail.

6.2 In any case, the delivery date of the Products or Services shall be calculated starting from the date on which HP Composites receives any advance payment to be made by the Customer upon receipt of the order confirmation. In the case of Products to be produced and/or Services to be provided on the basis of technical specifications supplied by the Customer, the delivery date shall be calculated starting from the date on which HP Composites receives all of the final technical specifications, the drawings and technical data, and the approval of any prototypes, requested by HP Composites and/or necessary and to be supplied by the Customer, for the manufacture and supply of the Products and/or Services in question.

6.3 In no event shall the delivery timeframes/dates be deemed to be of the essence for the Customer for purposes of article 1457 of the Italian Civil Code.

6.4 HP Composites reserves the right to fill the order by means of partial deliveries and to issue partial invoices based on the deliveries made. If the Customer does not intend to accept partial deliveries of the Products, the Customer must so inform HP Composites in advance and in writing.

7. Payment - Solve et repete - Interest on late payments

7.1 The Customer shall effect payment for the Products in the manner indicated by HP Composites in the offer, the order confirmation and/or the invoice sent by HP Composites to the Customer in each case.

7.2 Upon (i) failure to pay any HP Composites invoice or debit note by the payment deadline, or late or partial payment thereof; (ii) the occurrence of events negatively affecting the Customer's assets or economic situation or (iii) any other breach by the Customer, the sums owed by the Customer to HP Composites for the Products and/or Services shall become immediately due and payable. Therefore, HP Composites shall be entitled, at any time and without having to give notice and/or carry out any other formality, to take immediate action to recover the sums owed to it, even if the amount of HP Composites' credit is not yet determined or if the payment deadline has not yet expired. In no event shall any claim by the Customer relating to defects or late delivery of the Products and/or Services entitle the Customer, without HP Composites' written consent, to suspend or delay

payment or to issue debit memos or invoices, setting off against sums owed to HP Composites. The Customer may not commence or proceed with any action against HP Composites if the Customer has not first fully paid the price in accordance with the contract terms.

7.3 In the cases referred to in article 7.2 above, HP Composites shall also be entitled, in its sole discretion and without incurring any liability for damages, (i) not to fill the order even if it has been confirmed, (ii) to suspend delivery and/or refuse to deliver Products and/or Services which have been ordered but not yet delivered (even if they are not the same Products and/or Services for which payment was not made or was late), until such time as all sums owed by the Customer have been paid in full, (iii) to revoke or reduce the amount of any line of credit offered to the Customer and/or (iv) to require the Customer to provide payment guarantees and/or change the payment terms or the manner of payment, both for supplies in progress and for subsequent supplies.

7.4 If the Customer fails to pay a HP Composites invoice or debit note, in whole or in part, by the payment deadline, even if no formal notice of default is given, interest for late payment shall accrue on the unpaid sum, beginning from the payment deadline, at the rate contemplated by Italian Legislative Decree 231/2002 as amended and in particular, subject to any change in the law, at the rate applied by the European Central Bank to its most recent main financing operations, increased by eight (8) percentage points, and the Customer shall also be liable for the bank expenses and the costs incurred in recovering the sums not timely paid; in any case, HP Composites shall be entitled to require payment of damages suffered by HP Composites in excess thereof.

8. Warranty

8.1 Except as otherwise provided in these General Conditions, HP Composites warrants that the Products and Services shall be free from defects in materials or workmanship and shall comply with the technical specifications expressly agreed upon by HP Composites in writing and/or any prototypes supplied by HP Composites and approved by the Customer, within the tolerance limits expressly agreed upon by HP Composites and the Customer. HP Composites provides no warranty as to the compliance of the Products and/or Services with specifications and technical requirements, or as to the adequacy of the Products and/or Services for specific uses, which have not been previously expressly accepted by HP Composites in writing.

8.2 Any claim concerning defects in the Products and/or Services must be received by HP Composites no later than 10 (ten) days from the date of delivery of the Products and/or Services to the Customer or, in the case of latent defects which cannot be identified by the Customer in the exercise of ordinary diligence, within 10 (ten) days of the discovery thereof; in any case, the warranty period shall not exceed 12 (twelve) months following the delivery of the Products and/or Services to the Customer, in accordance with the agreed ICC Incoterm.

8.3 The Customer shall be entitled to return the Products to HP Composites only after having obtained HP Composites' written authorization of the return in question and, in any case, such return shall be made at the Customer's risk and expense. The Products returned to HP Composites must be packed in a suitable manner, equivalent to the original packaging and this warranty shall not apply to any Products which are not properly packed at the time of their return to HP Composites. HP Composites reserves the right first to examine the Products in order to determine whether there is in fact a defect and whether HP Composites is responsible for the defect; HP

Composites shall provide the Customer with reasonable prior notice of the date and location of said examination by HP Composites, in order to enable the Customer to be present for the examination.

- 8.4 Only in cases in which HP Composites acknowledges that the defect exists and that HP Composites is responsible therefor shall HP Composites, at its sole discretion, repair or replace the Products, and/or provide anew the Services, that HP Composites acknowledges to be defective or, where that is not possible, return all or part of the price that has already been paid by the Customer, without giving rise to any liability of HP Composites for direct, indirect or consequential damages of any sort, loss of profits or losses deriving from and/or relating to the Product and/or Service defects. If the Products are repaired or replaced or the Services are provided anew, pursuant to this warranty, the Customer shall receive the repaired or replacement Product or the Service at HP Composites' cost (including the cost of transportation), it being understood that any other cost (including, for example, the costs of assembly and reinstallation of the repaired or replacement Product), shall be borne exclusively by the Customer.
- 8.5 If HP Composites does not acknowledge the defect, HP Composites shall (i) issue an invoice to the Customer for the costs incurred by HP Composites in examining the allegedly defective Products and/or Services, (ii) provide the Customer with an estimate of the cost of non-warranty repair or replacement and (iii) return to the Customer, with transportation at the latter's cost and expense, the Products or Services that turned out not to be defective.
- 8.6 This warranty is exclusive and in lieu of any other warranty, whether written, oral or implied and, by accepting these General Conditions, the Customer expressly waives any such additional warranty (including any right of redress deriving from any installation of the Products in consumer goods).
- 8.7 HP Composites shall not be liable for any defects or quality shortcomings in the Products and/or Services deriving from: (i) raw materials, equipment, molds, components or other materials supplied by the Customer and/or procured by and/or manufactured by or for HP Composites in accordance with the Customer's instructions, (ii) errors in the technical drawings, specifications and/or design supplied by the Customer or by third parties commissioned by the Customer, (iii) improper use of the Products and/or Services by the Customer or, in any case, use thereof for a purpose different than that contemplated by HP Composites, (iv) repairs, treatments, tampering, alterations or changes to the Products and/or Services, without HP Composites' prior written consent, (v) negligence or incompetence of the Customer and/or of the Customer's customers, (vi) improper transportation, handling or storage, normal wear and tear, poor or inadequate conservation or maintenance of the Products, unsuitable treatments such as the use of aggressive agents; (vii) use of the Products and/or Services in connection with other products not supplied by HP Composites and the use of which in connection with the Products has not been approved by HP Composites, (viii) the use of spare parts which are not original HP Composites spare parts; (ix) incorrect assembly, installation, maintenance and/or failure to assemble, install and/or maintain the Products and/or Services in accordance with generally accepted rules and quality standards or in accordance with any specifications, instructions and recommendations contained in the technical documentation supplied by HP Composites, (x) compliance with the tolerances expressly agreed upon by HP Composites and the Customer or with the tolerances generally accepted in the sector in which the Customer works and with regard to the Products and/or Services in question.

9. Know How and Confidential Information

- 9.1 Every document supplied by HP Composites to the Customer concerning the Products and/or Services may contain know-how and other confidential information such as, for example, information relating to the design, formulation, creation and development of the Products, information necessary for the assembly, use and potential exploitation of the Products, information necessary in order to understand the functioning of the Products. The know-how and other confidential information belong exclusively to HP Composites and, where they are made available to the Customer, that is done in absolute confidence, solely for purposes of performing the contract entered into on the basis of these General Conditions. Unless otherwise expressly provided by HP Composites in its offer, by entering into contracts for the supply of Products and/or Services, HP Composites does not undertake any obligation to inform the Customer of and/or to show the Customer, much less to deliver to the Customer technical drawings and/or designs and/or construction details concerning the Products and/or Services constituting confidential information pursuant to this article 9.
- 9.2 Therefore, the Customer agrees to use HP Composites' know-how and confidential information solely to the extent strictly necessary for the performance of each supply contract and for the use of the relating Products and/or Services. The Customer further agrees not to disclose said confidential information to third parties, except as authorized by HP Composites in writing and to ensure that the Customer's employees, agents and representatives comply with the foregoing confidentiality obligations.
- 9.3 Any use or disclosure of the confidential information and know how in breach hereof may also constitute an infringement of HP Composites' trade secrets pursuant to the provisions of applicable law.

10. Trademarks and Other Intellectual Property Rights

- 10.1 The Customer acknowledges that the logo and trademark on the Products and/or on the materials resulting from the Services, on the Product packaging, and any other mark, trade name or expression used by HP Composites in promoting and selling the Products and/or Services, belong exclusively to HP Composites.
- 10.2 Therefore, the Customer shall not apply to register or register or allow third parties to apply to register or register, said trademark, trade name or expression, used by HP Composites in supplying the Products and/or Services (which are and shall remain the property of HP Composites alone) or terms or expressions similar to or susceptible of being confused with them.
- 10.3 If Products are manufactured and/or the Services are supplied by HP Composites in accordance with the Customer's directions or if HP Composites applies to the Products and/or the Services any sort of production procedure based on the Customer's instructions, the Customer shall compensate HP Composites for all losses, damages, costs and expenses incurred or suffered by HP Composites in connection with the supply of the Products and/or Services or paid by HP Composites by way of settlement of any action brought against HP Composites for infringement of industrial designs, patents, copyright, trademarks or other industrial or intellectual property rights of third parties.

10.4 HP Composites has not, to its knowledge, infringed and will not knowingly or willfully infringe any industrial designs, patents, copyright, trademarks or other industrial or intellectual property rights of third parties. In no event shall HP Composites be liable for any direct or indirect problem, loss, damage or cost of any sort incurred by the Customer as a result of HP Composites' potential infringement of any of the foregoing rights, unless it is proven that HP Composites knew that the products in question were manufactured or distributed in violation of a third party's pre-existing intellectual or industrial property right.

10.5 Any wording, label and/or other description and/or identification placed on the Products sold by HP Composites and/or on the packaging thereof and on the materials resulting from the Services, shall not be removed without HP Composites' written consent. Any alteration and/or change of wording, trademarks, technical data or labels in any way affixed by HP Composites shall constitute infringement and/or unlawful conduct in respect of which HP Composites may take legal action against the Customer, as well as any third party holder and/or successor in respect of Products and/or Services purchased from the Customer. In such cases, the Customer shall lose its warranty rights in respect of the Products and/or Services.

11. Force Majeure and Limitation of Liability

11.1 In no event shall HP Composites be liable to the Customer for any breach, including late delivery, which is caused by events beyond HP Composites' reasonable control, such as, for example, but not limited to, natural disasters (earthquakes, fires, floods, storms, etc.), strikes or other union actions, difficulties in transportation, wars, demonstrations, seizures, embargoes, laws or regulations of any agency or authority, orders issued by public health or other authorities requiring the stop of production, orders and regulations concerning COVID-19, failure to deliver or delay in delivery of components or production materials by suppliers due to events beyond the reasonable control of said suppliers, accidents in the workplace, machinery breakdowns, fires, explosions, unavailability of electricity and any other event that may make production impossible or limit production. HP Composites shall timely inform the Customer in writing of the occurrence of any event of force majeure invoked by HP Components and, if possible, of the duration of the anticipated suspension of performance of HP Composites' contractual obligations.

11.2 If the event of force majeure continues for more than 30 (thirty) working days, HP Composites and the Customer shall implement urgent corrective actions, to be agreed upon by both parties, with a view to avoiding or reducing the impact of the event of force majeure upon the performance of their contractual obligations. HP Composites agrees to inform the Customer in writing when the event of force majeure comes to an end or otherwise ceases to exist, indicating the date of the first deliveries of Products and/or supply of Services. If the event of force majeure continues for more than 120 (one hundred twenty) days, HP Composites and the Customer shall meet to evaluate the possibility of considering terminated the supply agreement affected by the event of force majeure. In any case, the Customer shall (i) collect and pay for all Products located in HP Composites' warehouses, and pay the cost of unfinished goods and raw materials for which HP Composites has no other use and/or (ii) hold harmless and indemnify HP Composites from and against the costs incurred and/or work carried out by HP Composites in the meantime in order to ensure that individual orders will

be filled and/or to comply with any ongoing Service supply obligations agreed upon with the Customer.

11.3 The warranties and responsibilities of HP Composites, deriving from and relating to the contracts entered into on the basis of these General Conditions, are limited to those expressly provided for herein. Therefore, HP Composites shall have no additional responsibility in connection with the Products and/or Services and in no event shall be liable for direct, indirect or consequential damages, loss of profits, direct or indirect losses of any sort (including injury to persons and property damage) deriving from the Customer's purchase of the Products and/or Services, except in cases of HP Composites' intentional wrongdoing or gross negligence. The Customer acknowledges that HP Composites' aggregate liability arising from and/or relating to the contracts entered into on the basis of these General Conditions shall, in all cases, be limited to the price paid by the Customer for the Products and/or Services in question, in addition to the proceeds, if any, of HP Composites' insurance policies.

12. Applicable Law – Competent Court - Language

12.1 These General Conditions and the contracts to which HP Composites is a party shall be governed in all respects by Italian law and, in particular, in the case of contracts for the international sale of goods as defined in article 1 of the Vienna Convention of 1980, by said Convention, to the extent that said Convention has not been derogated from by the parties in writing. To the extent that they have not been validly derogated from by these General Conditions, the provisions of Italian law no. 192 of June 18, 1998 shall be deemed to apply.

12.2 All controversies arising from and/or relating to these General Conditions and sales of Products and/or Services by HP Composites shall be resolved exclusively by the competent courts for the place in which HP Composites' registered office is located. Without prejudice to the foregoing, HP Composites shall be entitled to bring actions against the Customer before any court having jurisdiction over the Customer.

12.3 These General Conditions of Supply have been drafted in the Italian and English languages. In the event of doubts as to the interpretation hereof, the Italian language version shall prevail.

13. Personal Data Processing

The Customer acknowledges that it has been informed, pursuant to and for the purposes contemplated by articles 13 and 14 of Regulation (EU) 2016/679 (the "GDPR"), after having reviewed the notice published by HP Composites on its website for that purpose, that the "personal data" provided to and/or exchanged with HP Composites, even in the phase preceding the actual conclusion of a contract, shall be processed by HP Composites; it is also understood that the Customer expressly consents to the processing of its "personal data," availing itself of its rights pursuant to article 7 of the GDPR.

Customer

Stamp and signature of the duly authorized representative

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