

## **GENERAL CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES**

### **1. Scope**

1.1 These General Purchase Conditions (hereafter the "General Conditions") govern the purchase of goods and/or supply of services by Fedrigoni SpA (as defined below) in relation to the Supplier (as defined below) in implementing the Purchase Orders issued from time to time by Fedrigoni SpA.

The General Conditions, together with the Purchase Order issued by Fedrigoni SpA (as an integral and essential part of these Conditions), define the terms and conditions for the purchase by Fedrigoni SpA of the Supplier's Goods and/or Services, unless the Parties have signed a specific written contract governing the terms and conditions of supply of certain goods or services; in this case, the dispositions of the specific contract will apply within the scope of matters governed by it.

The General Conditions will prevail over any of the Supplier's general or special conditions of sale.

Any modification or addition to these General Conditions will only be valid against specific written acceptance by Fedrigoni SpA. Any changes and additions to the General Conditions will be limited to the specific purchase for which they are agreed.

1.2 If the Purchase Orders refer solely to the purchase of Goods, the dispositions of these General Conditions concerning Services will not apply and, vice versa, if the Purchase Orders refer only the performance of Services, dispositions specifically relating only to the purchase of Goods will not apply.

### **2. Definitions**

In the context of these General Conditions, the following terms shall have the meanings specified below:

- **"Supplier"**: natural or legal person who supplies Goods and/or Services to the Purchasing Company on the basis of this Agreement, accepting these General Conditions as an integral and substantial part of the Purchase Orders from time to time issued by Fedrigoni SpA;
- **"Fedrigoni SpA"** or **"Purchasing Company"**: the Fedrigoni SpA company - with registered offices in Viale Piave 3, Verona, VAT number 01664630223 - which issues a Purchase Order for the purchase Goods or to obtain Services from the Supplier;
- **"Parties"**: Fedrigoni SpA and the Supplier jointly;
- **"Goods"**: tangible or intangible assets sold by the Supplier to Fedrigoni SpA;
- **"Services"**: work and/or intellectual services provided by the Supplier to Fedrigoni SpA;
- **"Purchase orders"**: purchase orders for Goods or the provision of Services issued by the Purchasing Company to the Supplier;
- **"Agreement"**: contract between the Parties based on these General Conditions and the pertinent Purchase Orders issued by Fedrigoni SpA to the Supplier, which define the terms and conditions for the purchase by Fedrigoni SpA of the Supplier's Goods and/or Services; the General Conditions and Purchase Orders constitute the entire Agreement between the Parties;
- **"Technical specifications"**: any type of technical, functional or quality specifications relating to the Goods or methods of performing the Services including, without limitation, drawings, models, samples, prototypes, films, photographs and renderings from time to time communicated in writing by Fedrigoni SpA to the Supplier or confirmed in writing by Fedrigoni SpA;
- **"Results"**: all the results of the creative and inventive activity conceived, implemented or developed by the Supplier while performing or as a result of the Services, including projects, inventions, data, results, information, methods, specifications, know-how, software, photographic or filmed images, products or moulds;
- **"Confidential Information"**: means, jointly, (i) the Technical Specifications, (ii) any other information,

commercial or otherwise, relating to Fedrigoni SpA, its materials, products, processes, services and activities, supplied, in any form, by and/or on behalf of Fedrigoni SpA to the Supplier and/or which the Supplier has become aware of, (iii) the Results and (iv) any note, study or other document prepared by the Supplier that contains or otherwise reflects the Technical Specifications, the information referred to at point (ii) and the Results.

### **3. Issue of Purchase Orders**

3.1 Purchase Orders must be issued in writing and must contain at least the following information:

- order number, supplier code;
  - Goods and/or Services covered by the single Purchase Order;
  - quantity, characteristics and terms of delivery, transport of Goods and/or Services;
  - prices, invoicing conditions, payment methods and terms;
- Inasmuch, the General Conditions are an integral part of the Purchase Order for all purposes; any special purchase conditions agreed between the Parties notwithstanding these General Conditions must be explicitly and expressly stated in the Purchase Order itself.

3.2 Purchase Orders will become binding for the Parties on acceptance by the Supplier with written notice within the acceptance period indicated by Fedrigoni SpA in the Purchase Order itself or, failing that, within 5 days from receipt of the Purchase Order.

Purchase Orders will be considered accepted and become binding for the Parties even if the Supplier does not send Fedrigoni SpA express written communication of refusal within the acceptance period indicated by Fedrigoni SpA in the Purchase Order or, failing that, within 5 days from the sending it.

Fedrigoni SpA reserves the right to revoke Purchase Orders until the Supplier accepts them in writing and to reject acceptance of Purchase Orders received after the acceptance deadline indicated above.

It is agreed that when the Supplier accepts the Purchase Order issued by Fedrigoni SpA expressly or through delivery of the Goods and/or beginning the supply of Services, the contract is considered concluded between the Parties.

3.3 If a Purchase Order is issued following the presentation of a contractual proposal by the Supplier, it will immediately become binding for the Parties at the time the Purchase Order is sent to the Supplier without the need for further approval on the latter's part, provided that the Purchase Order expressly refers to the proposal in question.

3.4 For the purposes of these General Conditions, communications exchanged between the Parties by letter, e-mail or any other form of written business correspondence will be considered as being in written form.

3.5 The sale of Goods or the performance of Services will be governed by the dispositions in the General Conditions, the Technical Specifications, the Purchase Orders and any documents referred to in the Purchase Orders, including contractual proposals. In the event of conflict or discrepancy between the contractual proposals and the Purchase Orders or the General Conditions, the content of the General Conditions and Purchase Orders shall prevail.

3.6 These General Conditions do not imply any commitment by Fedrigoni SpA to issue a minimum or pre-defined number of Purchase Orders.

The Supplier will provide the Goods and perform the Services acting as an independent operator and not as a commercial collaborator of Fedrigoni SpA; the Agreement is not intended to create a partnership, joint venture or employment relationship between the Parties.

3.7 Fedrigoni SpA will have the right to withdraw at any time, even in derogation of Article 1373, item 1 of the Italian Civil Code if, at its complete discretion, it deems that the technical suitability of the Supplier no longer ensures regular performance of the supply of Goods or Services or if, at its sole discretion, it deems that the Supplier is in a state of economic difficulty such as to endanger the due performance of the supply of Goods or Services and moreover whenever

- legal action to recover debts or executive procedures are opened against it;

- or the Supplier itself is in a state of insolvency or has been begun any insolvency, liquidation or arrangements with creditors or is declared bankrupt or subject to bankruptcy proceedings;

- the Supplier ceases or threatens to cease the due course of its business;

- the Supplier is unable to provide, on request by Fedrigoni SpA, adequate assurances regarding the execution of the Agreement.

**3.8** The Supplier's contracts and credits due from Fedrigoni SpA deriving from the supply of Goods or the performance of Services shall not be transferred or assigned by the Supplier to third parties or be pledged without the prior written consent of Fedrigoni SpA. If so permitted, such transfer, pledge or assignment will not waive the Supplier from the obligations arising from the Agreement.

Fedrigoni SpA will be entitled to assign the contracts and any credits arising from them.

Unless otherwise agreed in writing between the Purchasing Company and the Supplier, the latter may not sub-contract to third parties (even partially) the activities needed for the supply of Goods and/or the performance of Services to the Purchasing Company.

**3.9** If a Purchase Order or the documents referred to therein envisage the performance of Services in accordance with a structured work plan in successive stages or deadlines connected with the consignment of specific results, Fedrigoni SpA shall have the discretion to decide, at the end of each stage, whether or not to proceed with the stages following the first one. The Supplier will therefore carry out stages after the first one and Fedrigoni SpA will pay the relative financial consideration only following written authorisation by Fedrigoni SpA to proceed with the next stage.

#### **4. Consignment and performance methods**

**4.1** For the purposes of verifying compliance with the consignment terms and the transfer of risk for damage or total or partial loss of the Goods from the Supplier to Fedrigoni SpA, consignments must be made in compliance with the conditions defined by the current "Incoterms" regulations specified in the Purchase Orders. The transport of Goods must be implemented with every precaution to ensure protection against damage.

**4.2** The Supplier must respect in timely fashion the terms and methods of consignment of the Goods and performance of the Services indicated in the Purchase Orders (to be considered as essential in the interests of Fedrigoni SpA). Fedrigoni SpA has the right to refuse any Goods or Services received before the agreed deadline and to charge the Supplier for storage costs and financial charges relating to the early delivery period.

**4.3** The Supplier must ensure that the quantity of Goods consigned matches the quantity indicated in the Purchase Orders. Fedrigoni SpA may request the Supplier to collect any excess quantities compared to what was ordered, with the right to return them directly at the expense and risk of the Supplier and to charge the Supplier the costs arising from any payment already made and storage costs if immediate action is not taken.

**4.4** In the event of delayed consignment of the Goods or performance of the Services or in case of incomplete consignment or execution, Fedrigoni SpA will have the right to: (i) define another term so that the Supplier can consign the Goods or perform the Services, or (ii) notify the Supplier of the termination of the relative Contract for non-fulfilment and request the return of any amounts already paid by Fedrigoni SpA.

**4.5** The possible setting of a further deadline for the consignment of Goods or performance of the Services pursuant to Article 4.4 (i) does not preclude Fedrigoni SpA from the right to avail itself of the further remedies as per Article 4.4 (ii).

**4.6** In addition to the remedies indicated in Article 4.4, in the event of any delayed, missed, incomplete or different delivery of Goods or performance of Services, Fedrigoni SpA may also exercise the following rights: (i) suspend payments due to the Supplier in relation to delivery of goods or services or indicated in the Purchase Order or contract without comprising entitlement to higher damages; (iii) to claim compensation for any further damage caused to it directly or indirectly by the delayed, missing, incomplete or different consignment of Goods or performance of Services, including, by way of example but

not limited to, damage arising from lost production, loss of profit and any additional costs incurred by Fedrigoni SpA to purchase the Goods or Services from other suppliers as a result of the Supplier's non-fulfilment.

**4.7** The remedies envisaged in Article 4 are in addition to and do not replace any other remedies envisaged by applicable law in favour of Fedrigoni SpA.

**4.8** Verification of operation, testing or payment of the Goods by Fedrigoni SpA does not imply acceptance as such and will not waive the Supplier from the obligations, declarations or assurances it has assumed.

**4.9** Fedrigoni SpA, at any time, may verify the Goods or their production process. If the inspection or control is carried out at the Supplier's premises, the latter will make equipment available and will provide assistance to ensure the safety and comfort of Fedrigoni SpA inspection personnel, within all reasonable limits.

**4.10** The Supplier accepts and assures compliance with all national and international regulations concerning control of exports and not to export or re-export, directly or indirectly, any information, goods, software and/or technology to countries for which the European Union or the United States of America or other countries, upon export or re-export, require an export license or other government authorisation without first obtaining such a license or authorisation.

**4.11** The Supplier undertakes to indemnify and waive Fedrigoni SpA as regards any claim, liability, penalty, sanction and associated costs or expenses (including reasonable legal fees) incurred by Fedrigoni SpA in relation to the Supplier's non-compliance with applicable laws and regulations. The Supplier undertakes to notify Fedrigoni SpA promptly of the receipt of any notification of infringements of laws, regulations and legislation in general regarding exports which may affect Fedrigoni SpA.

**4.12** At least once a year, and whenever so requested by Fedrigoni SpA, the Supplier shall provide Fedrigoni SpA with the declaration of origin of the Goods, suitable for satisfying the requirements (i) envisaged by customs authorities in the receiving country, and (ii) any applicable export laws and regulations. In particular, the declaration must indicate (i) where the Goods, or part of them, were produced or originated and (ii) a clear indication of the classification code.

**4.13** For all Goods for which regional or free trade agreements are applicable, regulations on preferential order or other similar regulatory instruments, it will be the Supplier's responsibility to consign the Goods with suitable documents attesting to preferential origin (e.g.: Supplier declarations, certificates of preferential origin, invoices, other required documentation).

**4.14** The Supplier will affix an indication of the country of origin on each product (or packaging if there is not enough space on the product itself). In affixing such information on the Goods, the Supplier must comply with the requirements of customs authorities in the receiving country. If the Goods are imported, the Supplier will ensure that Fedrigoni SpA, where possible, appears as the importer. If Fedrigoni SpA is not the registered importer and the Supplier obtains the return of customs duties, the Supplier, on request by Fedrigoni SpA, will provide Fedrigoni with the documents required by customs authorities in the receiving country in order to prove the import and transfer the right to return customs duties to Fedrigoni SpA.

#### **5. Prices and payments**

**5.1** The sum price of Goods and/or Services in the supply will be indicated in the Purchase Orders or defined in separate written agreements between the parties. The prices indicated in the Purchase Orders will be fixed and not subject to reviews or adjustments. Similarly, once agreed for a certain period, prices will be fixed and not subject to reviews or adjustments for the agreed period.

**5.2** The set price is all-inclusive and net of VAT or other applicable tax charges. Any additional costs and expenses will therefore be paid to the Supplier only if authorised in advance by Fedrigoni SpA in writing and following presentation of documentary evidence.

It is hereby agreed and accepted that financial considerations for any licenses are included in the purchase price of Goods and/or Services as specified in point 7.1 of these General Conditions.

**5.3** Unless otherwise agreed, prices include the packaging needed to ensure the integrity of the product.

Unless otherwise stated in the Purchase Order, ownership of the Goods will be transferred to Fedrigoni SpA at the same time as the transfer of risks, as defined in the applicable reference Incoterm.

**5.4** Payment terms and conditions will be indicated in Purchase Orders or defined in separate written agreements between the parties. Payment will in any case be conditional on the consignment to Fedrigoni SpA of the goods and/or the original bill of lading (where applicable).

## 6. Quality Assurance for the Goods

**6.1** The Supplier warrants that the Goods will: a) comply with applicable legislation and the best safety and environmental protection standards; b) comply with the dispositions of the General Conditions, Purchase Orders and Technical Specifications; c) be free from design, production or storage defects; d) be compatible with any parts that may be assembled or mounted on the Goods in accordance with the Technical Specifications or other information provided by Fedrigoni SpA; e) be suitable for the use for which they are normally intended or for the various uses intended by Fedrigoni SpA as may have been brought to the attention of the Supplier by Fedrigoni itself; f) comply with the characteristics and quality of the items presented by the Supplier as samples or models.

If the Goods fall within the scope of application of Regulations no. 1907/2006/CE as amended (REACH) and no. 1272/2008/EC as amended (CLP), the Supplier also assures that the Goods: a) are supplied in full compliance with the registration requirements of REACH regulations; b) are classified, labelled and packaged in compliance with CLP regulation c) where pertinent, are accompanied by safety data sheet (SDS) in compliance with Annex II of Regulation no. 453/2010/CE compiled in Italian d) permitted uses are indicated (Article 37 REACH) e) the SDS is promptly sent again in the event of any modifications and/or updates f) in the case of first supply, the SDS shall be sent prior to consignment of the goods g) in the case of hazardous substances, the SDS shall be accompanied as an integral element by the exposure scenario in Italian (Article 37 REACH); h) do not contain substances included in the SVHC candidate list of REACH; or if their concentration exceeds 0.1% by weight, the obligation to inform them is respected (Article 33 REACH);

i) if the supplied goods contain one or more substances covered by Annex XVII of REACH (substances subject to restrictions), the usage restrictions given therein (Article 67 REACH)

**6.2** In the event of defects or non-conformity of the Goods as regards the assurances envisaged in the foregoing paragraphs, Fedrigoni SpA will have the right at its discretion to apply the following remedies: a) request the elimination of the defect or non-compliance or replacement of non-conforming Goods or the entire batch to which they belong at the expense of the Supplier within a term defined by Fedrigoni SpA; b) request a reasonable reduction in the price of non-conforming Goods or the batch in which the non-conforming Goods were found; c) communicate termination caused by non-fulfilment of the Contract in relation to non-conforming Goods or Batches of Goods in which the non-compliant Goods were found, refuse payment of the purchase price and request the return of any amounts already paid by Fedrigoni SpA in relation to the defective or non-compliant goods.

**6.3** The fact that Fedrigoni SpA has requested the elimination of non-compliance pursuant to Article 6.2 (a) does not preclude Fedrigoni SpA from exercising the rights envisaged in Articles 6.2 (b) and 6.2 (c) if the Supplier fails to eliminate the defects or replace the defective Goods within the term set by Fedrigoni SpA.

**6.4** In any case, in addition to the remedies envisaged in the previous articles, in the event of non-compliance of Goods as regards the assurances envisaged in Article 6.1, Fedrigoni SpA shall be entitled to: a) suspend payments due to the Supplier in relation to non-conforming Goods in the batch where non-conforming Goods were found; b) claim compensation for any direct and indirect damage resulting from the defects or non-conformity of the Goods.

**6.5** The assurances and remedies expressly envisaged in this Article 6 must be considered as in addition to and not replacing any other remedies and assurances envisaged by law in the

event of defects or non-conformity of Goods. Notwithstanding the dispositions of Article 1512 of the Italian Civil Code, the deadline for notification of defects or non-conformity of Goods is 60 (sixty) days from their discovery.

## 7. Intellectual property and administrative authorisations

**7.1** The Supplier hereby declares and assures:

a) that the Goods, their components and accessories and the Results do not constitute an infringement of patents, trademarks, models, copyrights or other intellectual and industrial property rights of third parties;

b) to be fully entitled to transfer to Fedrigoni SpA the full right to use, incorporate and market the Goods and to use and reproduce the Results.

It is agreed that the financial considerations for any licenses are included in the purchase price of Goods and/or Services.

**7.2** In the event that an appeal by a third party or an investigation or decision by judicial or administrative authorities affirm, ascertain or imply the non-existence of the requirements pursuant to Article 7.1, even provisionally or as a precautionary measure, or have as their object or effect the impossibility of using the Results or marketing the Goods or any products in which the Goods or Results are incorporated, in addition to the remedies envisaged by Article 8, Fedrigoni SpA shall have the right to terminate pursuant to Article 1456 of the Italian Civil Code, the contracts relating to the Goods or Results affected by such an infringement.

**7.3** The Supplier assigns all intellectual property rights as regards the Results exclusively to Fedrigoni SpA, whether or not they can be protected by patent, copyright or other forms of exclusive right, without geographical or time limits. The financial consideration agreed for the performance of Services is agreed to include payment for the transfer of intellectual property rights pertaining to the Results.

**7.4** The Supplier recognises and acknowledges that neither these General Conditions nor the contracts in any way imply a transfer or a license to the Supplier of the intellectual property rights of Fedrigoni SpA.

## 8. Compensation and indemnity

**8.1** The Supplier undertakes to compensate and waive Fedrigoni SpA from any direct or indirect damage, cost, expense or liability, including those deriving from third party appeals or claims, which are a direct or indirect consequence of: a) infringement of the assurance envisaged in Articles 6.1 or 7.1; b) infringement of the Supplier's obligations pursuant to Article 9; c) the need for defence against third-party claims which, if found to be justified, would entail the existence of an infringement of the Supplier's assurances and obligations pursuant to articles 6.1, 7.1 or 9; d) any other non-fulfilment of the contracts, Technical Specifications and General Conditions.

**8.2** In particular and by way of example, the Supplier will compensate, indemnify and waive Fedrigoni SpA from any product liability arising against Fedrigoni SpA as a result of defects in the Goods.

## 9. Obligations of the Supplier

**9.1** In the performance of Services and the production of Goods, the Supplier will comply with the following obligations:

a) it will duly remunerate its staff and ensure scrupulously application of employment contracts and applicable collective agreements, as well as fulfilling in timely fashion its social security and welfare obligations pursuant to any legal dispositions in force;

b) will scrupulously apply legislation concerning safety at work, health and the environment;

c) will provide Fedrigoni SpA on acceptance of each Purchase Order, whenever the performance of Services or the supply of Goods so envisages and thereafter on a quarterly basis, certification proving social security payments on behalf of employees and/or collaborators (DURC), as well as documents proving registration with INAIL and payments of the relative premiums;

d) will ensure that its employees and/or collaborators are trained and comply scrupulously with workplace safety legislation, especially Legislative Decree 81/08, and will also ensure that all employees and collaborators are provided with all the PPE needed to perform activities safely.

e) will regularly pay withholding taxes on work income related to personnel involved in performing the Services, as well as VAT and all direct and indirect taxes associated with the Services.

f) comply with the dispositions of Article 3.8 whereby subcontracting to third parties of activities needed for the supply of Goods and/or Services to the Purchasing Company is forbidden; it is also forbidden to transfer, assign and/or pledge to third parties the Supplier's contracts and credits due from Fedrigoni SpA arising from the supply of Goods or Services, unless otherwise agreed in writing between the Purchasing Company and the Supplier.

**9.2** As a condition for payment of the financial considerations due to the Supplier, the Supplier will be required, on request by Fedrigoni SpA, to provide documentary evidence of the fulfilment of the obligations pursuant to Article 9.1.

## 10. Termination for non-fulfilment

**10.1** Fedrigoni SpA may at any time communicate the termination of the contracts pursuant to Article 1456 of the Italian Civil Code by sending written notice to the Supplier with effect as of the date Fedrigoni SpA will indicate in said notification, if the Supplier:

- a) has breached the obligations of non-transferability of credits and contracts as per Article 3.8;
- b) if the circumstances referred to in Article 3.7 arise;
- c) has defaulted the inherent obligations as regards the consignment and execution methods referred to in Article 4;
- d) is in breach of the obligations pursuant to Article 6 of the Guarantee;
- e) is in breach of the obligations referred to in Article 7 relating to Intellectual Property and administrative authorisations;
- f) is in breach of the obligations referred to in Article 9.1;
- g) is in breach of the confidentiality obligations pursuant to Article 11.3;
- h) becomes a shareholder, partner or subject to any form of control, even indirect, of a competitor of Fedrigoni SpA;
- i) is involved in conduct that seriously damages the reputation and goodwill of Fedrigoni SpA or its products;

**10.2** Fedrigoni SpA shall not in any way be liable to the Supplier for such termination.

**10.3** The termination of the contractual relationship shall only have effect for supplies not yet executed at the date of termination.

## 11. Confidentiality

**11.1** The Supplier acknowledges and recognises that Fedrigoni SpA is the owner of the Confidential Information and the holder of all related intellectual property rights.

**11.2** The Supplier is required to: (a) keep Confidential Information secret and not disclose it to any third party; (b) implement all measures and precautions reasonably necessary and appropriate to prevent disclosure and unauthorised use of Confidential Information; (c) at the end of the supply, or even beforehand on request by Fedrigoni SpA, immediately return all documents containing Confidential Information and destroy any printed copies or any other media; (d) use the Confidential Information only as necessary for the execution of the contracts; (e) not to reproduce or copy the Confidential information except within the limits expressly authorised by Fedrigoni SpA; (f) not to patent, or register as a trademark, design or model any information or data contained in the Confidential Information; (g) limit the distribution of Confidential Information within its own organisation only to employees whose duties justify the need to know such Confidential Information; (h) to inform employees within their organisation who become aware of Confidential Information of the secrecy commitments concerning them; (i) not to develop for third parties and/or supply to third parties, for any reason, directly or indirectly, products made by exploiting Confidential Information; (j) impose and ensure compliance with the obligations arising from this article to any third party to whom the Supplier must share Confidential Information within the context of executing the Contracts, without compromise to the fact that the Supplier will be liable to Fedrigoni SpA for any infringement of obligations pursuant to this Article 11 with respect to the Confidential Information committed by said third party.

**11.3** Neither these General Conditions nor the disclosure of Confidential Information envisaged herein may be interpreted

by the Supplier as a source for rights to grant licenses on patents, patent applications or any other industrial property right concerning information and data included in the Confidential Information.

## 12. Insurance

**12.1** Notwithstanding the Supplier's liability towards Fedrigoni SpA, the Supplier undertakes to sign and maintain in force for the duration of the business relationships between the Parties an appropriate insurance policy for civil liability arising from the sale of Goods or the performance of Services, with a ceiling proportional to the value of the Goods or Services.

**12.2** On request by Fedrigoni SpA, the Supplier will provide a copy of the insurance policy pursuant to Article 12.1 and the payment certificate for the relative premium.

## 13. Applicable law and settlement of controversies

**13.1** These General Conditions are governed by Italian law.

**13.2** Any controversy arising from or linked to these General Conditions must first be subject to a conciliation procedure. Such mediation will take place in Verona. If such conciliation fails, the dispute will be referred exclusively to the Courts of Verona.

## 14. Force majeure

**14.1** Failure to fulfil obligations by a party that is impeded in doing so by objective circumstances beyond its control, such as by way of example war, fire, floods, general strikes and lockouts, embargo, public authority orders, impossibility of obtaining raw materials or energy for manufacturing purposes, will not constitute an infringement of these General Conditions or Contracts.

**14.2** In no case will delays or defaults of the Supplier's sub-suppliers be considered beyond the Supplier's control as per the foregoing paragraph.

**14.3** The Supplier will execute the contracts in total managerial and organisational autonomy. The General Conditions or Purchase Orders in no case may give rise to association relationships in equity or companies, nor entitle the Supplier any power of representation on behalf of Fedrigoni SpA.

## 15. Personal data processing

The Supplier's data will be processed in accordance with law and the notification published on Fedrigoni SpA's institutional website <https://www.fedrigoni.com/privacy/>.

## 16. Severability

In the event that any disposition contained in these General Conditions and the Agreement is deemed invalid, unlawful or ineffective, in whole or in part, by a judge or a future regulatory or administrative disposition, the validity and effectiveness of any other disposition in these General Conditions and/or Agreement shall not be affected. Such invalid dispositions must be replaced by others that reflect the original intent of the Parties as far as possible in full respect of applicable law.

## 17. Duration of the General Conditions

These General Conditions remain in force until revoked and/or modified in writing by Fedrigoni SpA to the Supplier and in any case until the complete fulfilment of the obligations underway.