



**GENERAL TERMS AND CONDITIONS OF PURCHASE
FOR GOODS AND DIRECT SERVICES**

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1. INTRODUCTION

LU-VE S.p.A. and its affiliates operate in a highly competitive sector in which the Group's success depends on the ability to respond, in a timely manner, to the growing needs of the market. LU-VE S.p.A. and its affiliates seeks to obtain three key characteristics from its industrial endeavours:

- the qualification of intellectual capital cultivated within the company, in order to build a solid foundation of values for the company's employees and for the well-being of those who use its products;
- growth through a market position that is continuously aligned with the highest levels of international competition;
- the technological advancement of products and processes, in order to improve and enhance the organisation and the presence of both traditional and new markets.

Selecting a Supplier requires a thorough analysis of the market concerned. The selection of the most suitable Supplier shall take into account the following parameters:

- a) the guarantee on the part of the Supplier to deliver the quantity of goods ordered on time;
- b) a supply management process that allows LU-VE Group to minimise the amount of time goods remain in the warehouse;
- c) a high degree of flexibility, allowing LU-VE Group to adapt quickly to the market and to current demand;
- d) the ability to establish a long-term business collaboration with its suppliers.

2. DEFINITIONS AND INTERPRETATION

Unless otherwise defined hereunder, the following terms shall have the meanings attributed to them as specified below, it being understood that the meaning attributed to a term expressed in the singular shall be understood to refer to the same term even if expressed in the plural and vice versa:

- 2.1. **"Purchase"**: means any purchase of Products by LU-VE S.p.A. or its affiliates;
- 2.2. **"Affiliate"**: means any company, directly or indirectly, controlled by the Holding;
- 2.3. **"Subcontracting Activities"**: means any work or service necessary to LU-VE's production process, carried out by the Supplier on the raw materials and/or the semi-finished products supplied by LU-VE to the Supplier;
- 2.4. **"Equipment"**: means any equipment, machinery, tool, assemblies, installations, moulds and/or devices required for the production of Products by the Supplier;
- 2.5. **"Holding"**: means LU-VE S.p.A., having its registered office at Via Vittorio Veneto no. 11, 21100 Varese (VA), Italy, and its administrative office at Via Caduti della Liberazione no. 53, 21040 Uboldo (VA), Italy;
- 2.6. **"General Terms and Conditions of Purchase"**: means these General Terms and Conditions of Purchase;
- 2.7. **"Supplier Contract"**: means the agreement entered into between LU-VE and the Supplier concerning the supply conditions possibly agreed between the Parties following the selection made by LU-VE;
- 2.8. **"Special Terms and Conditions of Purchase"**: means the Special Terms and Conditions of Purchase, supplementary to or amending these General Terms and Conditions, possibly agreed upon in writing between LU-VE and the Supplier;
- 2.9. **"Intellectual Property Rights"**: means all intellectual and industrial property rights of LU-VE, including, without limitation, all rights related to: patents for inventions, designs or models, brands, know-how, Specifications with respect to which such rights have been registered/are in the process of being registered and/or de facto, as well as any application or registration relating to these rights and any other right or form of protection of a similar nature or having equivalent effect;
- 2.10. **"Supplier"**: means any company, entity or individual that sells Products as part of its business or professional activities;

- 2.11. **“LU-VE Group”**: means the group of companies composed of the Holding and the Affiliates;
- 2.12. **“Incoterms 2010”**: means the terms drawn up by the International Chamber of Commerce for the interpretation of trade-related terms;
- 2.13. **“Confidential Information”**: means any data and/or information of any kind (commercial, financial, technical, operational, management-related, administrative, legal, etc.) and in any form (written or oral, in visual or electronic format, on paper, on magnetic or digital media, without any exclusion) including, by way of example and without limitation, data, know-how, Specifications, drawings, models, diagrams, formulas, projects, procedures or processes, images, files, archives, databases, software and related source code, materials, material samples, products, equipment and all the related specifications, which the Supplier may become aware of, directly or indirectly, before or after the date the Order is signed, including by accessing the documentation and/or goods of any kind provided, following interviews or on the occasion of the execution of related activities, connected or consequent to the Order, regardless of whether such data and/or information has been specifically identified as “confidential”, “privileged” or “price sensitive”;
- 2.14. **“Price List”**: means the price list officially in force, sent from time to time by the Supplier to LU-VE;
- 2.15. **“LU-VE” or “Company”**: means the Holding and/or the Affiliate that, as the case may be, is a part of the Purchase
- 2.16. **“Order”**: means any individual order for the Purchase of Products sent by LU-VE to the Supplier;
- 2.17. **“Parties”**: means LU-VE and the Supplier;
- 2.18. **“Delivery Schedule”** means, with respect to each Supplier Contract, a written schedule sent from time to time by LU-VE and integrated into these Terms and Conditions, specifying the required delivery dates and quantities of Products to be supplied during the period of time defined by said schedule;
- 2.19. **“Product”**: means any good or service purchased by LU-VE or by one of its Affiliates;
- 2.20. **“Defective Product”**: means Products that do not conform to the Specifications agreed upon between the Parties, or that present manufacturing defects, including of a hidden or not immediate nature, provided they are discovered within one year from the delivery, such as to render the Products useless for the purposes for which they were ordered;
- 2.21. **“Website”**: refers to the www.luvegroup.com website or any other website that is or will be the official website of LU-VE Group;
- 2.22. **“LU-VE Purchasing Office”**: the LU-VE office or department responsible for Purchasing activities.

3. PURPOSE OF THE GENERAL TERMS AND CONDITIONS

- 3.1. LU-VE shall not be bound by the Supplier’s general terms and conditions of sale, even in cases where reference is made thereto or said terms and conditions are contained in any documentation provided by the Supplier; everything shall remain valid in the absence of a prior express written consent signed by both Parties.
- 3.2. LU-VE reserves the right to amend these General Terms and Conditions, it being understood that the new General Terms and Conditions shall apply to all Purchases concluded as from the day following the communication of the new General Terms and Conditions to the Supplier.
- 3.3. All Purchases shall be governed by these General Terms and Conditions and the documents indicated below. In the event of any conflict, discrepancy or contradiction between these General Terms and Conditions and the documents indicated below, the order of priority shall be as follows:
 - a) Order;
 - b) Delivery Schedule;
 - c) Supplier Contract;
 - d) Special Terms and Conditions of Purchase;
 - e) General Terms and Conditions of Purchase.

- 3.4. The provisions set out in these General Terms and Conditions shall prevail over the Supplier's general terms and conditions of sale, where the two are in disagreement with one another.

4. SELECTION, ORDER AND ACCEPTANCE

- 4.1. To select a Supplier, LU-VE compares several potential suppliers. The selection aims to ensure the best possible balance between quality, reliability and cost. The process is strictly confidential and does not constitute, nor should it be interpreted as a promise or obligation by LU-VE to negotiate or buy any Product or Products.
- 4.2. Upon the completion of the selection process LU-VE shall, at its discretion, appoint a consulted party as a Supplier. The Supplier Contract specifies the conditions, agreed upon with the Supplier, it being understood that LU-VE, during the term of the Supplier Contract, shall have the right to purchase the same Products from other suppliers. The Supplier Contract is binding for the Supplier upon receipt, unless the said Supplier Contract is rejected within three (3) business days.
- 4.3. The Supplier Contract does not obligate LU-VE to purchase the Products, it however being understood that the conditions specified therein shall apply to any Delivery Schedule or Order issued.
- 4.4. LU-VE shall be obliged to purchase from the Supplier only the Products specified in the Order planned in the Delivery Schedule.
- 4.5. The Delivery Schedule and the Order are binding for the Supplier upon receipt of the same, provided that they comply with the terms and conditions set forth in the Supplier Contract.
- 4.6. Where the Delivery Schedule or the Order require the Supplier's acceptance in order to be binding, they are to be considered accepted upon the occurrence of the first of the following events:
- a) receipt by LU-VE of a copy of the Delivery Schedule or the Order signed by an authorised representative of the Supplier;
 - b) execution by the Supplier of any work or service related to the supply of Products referred to in said Delivery Schedule or Order;
 - c) expiry of the period of three (3) business days from the submission of such Delivery Schedule or Order by LU-VE, without the Supplier having expressly rejected said documents. The Supplier may not raise objections in order to avoid or delay the performance of the due service.
- 4.7. The Supplier undertakes to have and maintain adequate equipment and production plans in order to ensure to LU-VE the agreed-upon production capacity and, in any case, to meet LU-VE's demands with respect to the Products referred to in the Delivery Schedule.
- 4.8. A Delivery Schedule and/or Order can be submitted and accepted in electronic form, according to the procedure and using the IT tools that LU-VE may, from time to time, specify for these purposes. Moreover, the Parties waive any exception regarding the validity and applicability of any Delivery Schedule or Order based on electronic submitted or acceptance of said Delivery Schedule or Order.

5. CHANGES TO THE ORDER

- 5.1. LU-VE is entitled to request changes to the conditions, terms, methods and processes of production and supply of the Products, as defined by the Supplier Contract, the Delivery Schedule and the Order, including, among others, Specifications, drawings, projects, constructions, as well as changes to the date and place of delivery, packaging, quality, quantity and means of transport.
- 5.2. If a change requested pursuant to Article 5.1 results in an increase or a reduction in the Supplier's costs and/or a possible delay in delivery, the Supplier shall promptly advise LU-VE, within five (5) business days of the fact, and the Parties shall agree in writing on the terms and conditions based on which the requested changes shall be made.

6. SUBCONTRACTING ACTIVITIES

- 6.1. The additional provisions of this Article shall apply in the event that the Supplier provides LU-VE with Subcontracting Activities.
- 6.2. LU-VE shall deliver raw materials and/or semi-finished products at its own expense to the Supplier, so that the latter carries out the Subcontracting activities, in accordance with the provisions of the relevant Order and Supplier Contract.
- 6.3. Upon receiving the Materials and prior to carrying out the Subcontracting Activities, the Supplier is required to check the Materials. The Supplier shall be held liable for any non-conformance and/or rejected Products resulting from the Subcontracting Activities, unless the Supplier can demonstrate otherwise.
- 6.4. If the circumstances referred to in Article 6.3 arise, the Supplier shall be required to compensate LU-VE to cover the value of the Materials, whereas nothing shall be due for the Subcontracting Activities that resulted in the non-conformance and/or the rejected Products.
- 6.5. Unless otherwise agreed upon between the Parties, the Products resulting from the Subcontracting Activities shall be delivered to LU-VE DDP ("*Delivery Duty Paid*") according to the Incoterms 2010 standard, it being understood that the Supplier shall also return to LU-VE any non-conforming Products and/or waste, properly identified as such.
- 6.6. Upon written notification, LU-VE shall carry out an inventory of the Materials and the Products stored at the Supplier's premises. The Supplier shall indemnify and hold LU-VE harmless from any liability that the latter could incur in relation to the Supplier and/or the Supplier's employees, in compliance with applicable regulations in force, and shall provide LU-VE with the necessary documentation and certificates.
- 6.7. All the other provisions of these General Terms and Conditions, including the Annexes, govern the execution of the Subcontracting Activities, where applicable and provided that they do not contradict Article 6.

7. DELIVERY

- 7.1. The Products shall be properly and securely packaged to preserve the full integrity and functionality thereof.
- 7.2. Unless otherwise communicated by LU-VE and except as otherwise provided in these General Terms and Conditions, Products shall be delivered DDP ("*Delivery Duty Paid*") according to the Incoterms 2010 standard, to the location specified in the Order.
- 7.3. LU-VE is entitled to return any supplies delivered before the date indicated in the Delivery Schedule or the Order, at the expense of the Supplier and shall be promptly reimbursed for all related storage costs.
- 7.4. The Supplier shall promptly inform LU-VE in the event any circumstances arise that could cause any delays in the delivery. In case of a delayed delivery, LU-VE shall be entitled to:
 - a) request the whole or partial delivery of the Products and apply a penalty equal to 0.05% of the price of the Products not delivered, for each day of delay, up to a maximum of 5% of the Order amount;
 - b) procure the necessary Products from third parties, charging the relative costs to the Supplier, upon communication to the latter;
 - c) cancel the Order or the related Delivery Schedule period, through communication to the Supplier and with immediate effect, in the event that the delay makes the continuation of the relationship with the Supplier impossible.
- 7.5. If, upon delivery, it is discovered that the quantity of Products delivered does not correspond to that indicated in the Delivery Schedule or the Order, LU-VE shall be entitled to:
 - a) accept the excess Products, reserving the right to consequently modify the quantity of subsequent supplies;

- b) reject the excess Products and return them under the responsibility and at the expense of the Supplier;
 - c) ask for the immediate delivery of the missing Products at the expense of the Supplier.
- 7.6. The transfer of ownership of the Products to LU-VE shall take place upon delivery, in accordance with the applicable Incoterms term.
- 7.7. If requested by LU-VE, the Supplier shall, at its own expense, establish and maintain a safety stock of the Products. Said stock shall be such as to ensure continuity of supply and cope with changes in the planned quantities, up to the maximum quantities indicated in the full Delivery Schedule, but in any case, not less than the quantity of Products indicated in the provisional period of the Delivery Schedule. LU-VE reserves the right to request an increase in the safety stock. Once used, the safety stock shall immediately be replaced by the Supplier.

8. QUALITY AND SAFETY

- 8.1. LU-VE and the Supplier acknowledge and agree that the quality of the Products as well as their compliance with the Specifications are an essential requirement for the supply of goods and/or services to LU-VE. Furthermore, the Parties undertake to periodically review the quality levels of the Products in order to constantly improve the quality of the Products.
- 8.2. The Supplier guarantees the compliance of the Products to the technical and functional specifications and to the technical and/or commercial requirements (drawings, technical specifications, technical specifications, packaging specifications etc.) contained in the Purchase Order, indicated, from time to time, by LU-VE in writing or otherwise agreed upon between the Parties in writing (the “Specifications”).
- 8.3. The Supplier is entirely liable for the quality, the compliance to the Specifications and all aspects of reliability of the Products and guarantees that the single Product does not require any type of verification (functional or otherwise) before its use. Furthermore, the Supplier is entirely liable for all quality control, inspection, selection, verification activities. The Supplier is obliged to carry out checks on the equipment properly calibrated based on the Specifications. Furthermore, the Supplier has to ensure the identification of the Products throughout the production process.
- 8.4. The Supplier undertakes to ensure that the documentation relating to the Specifications is available at the time and place where the respective production and/or control activities are carried out. Furthermore, the Supplier is obliged to ensure the correct storage of any documentation relating to the Specifications.
- 8.5. The Supplier shall notify in writing to and agree with LU-VE all possible changes to the project, materials, Specifications and production processes that may potentially affect the quality, reliability and/or performance of the Products.
- 8.6. The Supplier, before starting the production and supply of the Products, shall send to LU-VE one or more samples of the Product with respect to which it has received the approval of its quality department, by means of a specific Declaration of Conformity, certifying the compliance with the Specifications and quality required by LU-VE. LU-VE, through its Quality Department, will have to approve the conformity and quality of the samples received by means of a specific written approval.
- 8.7. LU-VE has the right to request in writing to the Supplier that the respective Declaration of Conformity is attached to the shipment of the individual Products, as required by current European standards, accompanied by the analyses and/or tests and/or inspections related to the Products shipped. In addition, LU-VE has the right to request that, for each individual batch, the Supplier send a component of the batch accompanied by the relative technical drawing and the quotes detected as well as, if applicable, a copy of the treatment conformity certificate.

- 8.8. The Supplier undertakes to properly store the quality records attesting all the checks carried out on the Products for a minimum of two years after the delivery. The documents relating to the collection of such data shall be kept in such a way as to allow a quick and easy consultation and a safe and easy identification with the relevant batches of the Products. LU-VE is entitled to request to the Supplier, at any time, to exhibit the documentation and the results of the checks carried out.
- 8.9. LU-VE has the right to check the correct execution of the Purchase Order, both during the processing and subsequently in the eventual testing of the Products. To this end, the Supplier will provide LU-VE and/or its authorized representatives with free access to its offices and establishments, as well as to those of any third parties at any time with adequate written notice. Furthermore, the Supplier undertakes to give access, within the limits of industrial secrecy, to its own organization, to the processes, procedures and data/results of the tests carried out in case of written request by LU-VE.
- 8.10. Without prejudice to the provisions provided for by this article 8, LU-VE has the right to perform checks in acceptance for each shipment. Any checks in acceptance requested by LU-VE will be carried out in accordance with the internal procedures of the same which specify the criteria, the test methods, the severity of the controls, etc. The performance of the checks in acceptance by LU-VE does not release the Supplier from the obligation to supply the Products in compliance with the relevant Specifications and related quality standards. If the batch does not comply with the acceptance check, LU-VE shall notify this noncompliance to the Supplier that undertakes to eliminate such noncompliance already from the next supply. The Supplier also undertakes to recall the disputed Products at its own expense and to recomplete the respective batch within the date agreed with LU-VE. Any defective batch in the sense described above will be returned with a non-conforming delivery note or returned as a guarantee for an amount equal to the value of the disputed material.
- 8.11. In the event of non-conformity of the Products, the Supplier is obliged to (i) describe the problem encountered, (ii) define any containment actions, (iii) determine the root cause of the problem, (iv) implement the appropriate corrective actions, tracing methods and timing, always keeping the LU-VE Quality Department informed;
- 8.12. In the event that the production and/or marketing and/or sale of the Products is blocked and/or non-complying Products are identified, the Supplier will be promptly notified. The Supplier shall answer within 24 hours and take any possible action to avoid losses in the production of LU-VE. LU-VE however has the right to agree with the Supplier the documented reimbursement for any losses incurred.
- 8.13. If the Products are found to be defective or not in compliance with the Specifications and the Supplier does not ensure or does not carry out the appropriate activities within a reasonable time, LU-VE may directly inspect, select or reprocess the aforementioned Products and will have the right to charge to the Supplier all the related costs incurred.
- 8.14. LU-VE has the right to request to the Supplier to make adequate personnel available to perform any inspections, selections and reworking of the Products that are non-compliant and / or defective, within the agreed times according to the needs of their production activity, including Products already in stock that must necessarily be blocked to be subjected to the actions. Furthermore, LU-VE can make available internal resources (tools, equipment, personnel, area, etc.) to the Supplier for inspections, selections and reworking of non-compliant Products, it being understood that LU-VE and the Supplier will have to agree on the breakdown of the costs and expenses of these activities.
- 8.15. LU-VE has the right to request from the Supplier a flat rate reimbursement for repairs carried out on the products sold to its customers, during the relative warranty period, due to Products whose defectiveness is proven by the Supplier; in the event of epidemic defects, LU-VE will return to the Supplier, at the latter's request, samples of the defective Products, and the Supplier will undertake to implement as soon as possible all the extraordinary actions necessary to eliminate the cause of defects from the Products.

- 8.16. LU-VE will provide evidence and statistics relating to the defective Products and/or non-conforming to the Specifications or to the related quality standards found during the acceptance phase, during the production process and in the post-sales by its Technical Assistance Service and will make these Products available to the Supplier for analysis, where required by and at the expense of the Supplier
- 8.17. The Supplier may not ship to LU-VE a batch of Products that do not comply, unless this has been previously agreed in writing with the LU-VE Quality Department.
- 8.18. The Parties recognize that, even if the Products are consistent with the Specifications, it may happen that certain batches of goods are not suitable for optimal use by LU-VE.
- 8.19. If the goods cannot be used optimally, at the request of LU-VE, the Parties will work together to understand the problem and find a solution. If the Parties do not find any solution within 30 days of the request, LU-VE has the right to renegotiate with the Supplier the total quantity of goods to be purchased.
- 8.20. The Supplier expressly guarantees LU-VE the correspondence of the materials supplied to the current regulations on product safety, in particular as regards compliance with the provisions of Regulation (EC) n. 1907/2006 (REACH), to the Regulation (EC) n. 1272/2008 (CLP), Directive n. 2011/65 / EC (RoHS, Italian Legislative Decree 81/08 and 152/06.
- 8.21. The Supplier guarantees that supplied Products are free from any substance contained in European Chemical Agency (ECHA) lists, updated to last version at the date of the Order, or the Supplier Contract, if existent. Where the Products would contain one or more of these substances, the Supplier shall promptly inform LU-VE.
- 8.22. The Supplier shall expressly communicate in writing at least two months in advance any change in production plant and receive LU-VE approval before making the first shipment from the new settlement. The products obtained from a new production plant shall be submitted to the same approval procedure as per paragraph 8.6. above.

9. PRICES, INVOICES AND PAYMENTS

- 9.1. The prices indicated in the Order or in the Price List are fixed and not subject to any revision until the Order has been fully completed. The prices are inclusive of shipping, transport and packaging fees and any other charges, costs or expenses.
- 9.2. The Supplier undertakes to promptly communicate to LU-VE its bank account number and the corresponding bank details, as well as to promptly communicate any changes thereto.
- 9.3. Invoices sent by the Supplier shall include: the Order number, the LU-VE material code, the packing slip number, the quantity shipped, the unit price, the total price and the VAT amount, if applicable.
- 9.4. Under no circumstances shall the Supplier be entitled to complain about a delay in payments, if this is attributable to the failure, incorrect or late communication of their bank details or to missing or incorrect information requested on the invoices.
- 9.5. The payments shall be made according to the terms and conditions agreed between the Parties in the Supplier Contract or in the individual Order or as otherwise agreed in writing between the same Parties.

10. CUSTOMS, ORIGIN AND EXPORT CONTROLS

- 10.1. The Supplier shall notify LU-VE in writing of any materials or components used in the manufacture of any of the Products that are purchased by the Supplier in a country other than the one in which the Products are delivered to LU-VE and of any duties included in the prices of said Products. The Supplier shall provide LU-VE with all the documentation and information necessary to establish/identify the country of origin, in compliance with the requirements on the origin provisions of the destination country as well as with any special trade scheme.

- 10.2. The rights related to any reimbursement, duty refund, export incentive or the related benefits, insofar as such is permitted, shall be automatically transferred to LU-VE and shall become the exclusive property thereof. The Supplier shall provide the support necessary to obtain the refunds or the return of the duties, taxes or expenses paid and to receive the export incentives.
- 10.3. The Supplier shall provide LU-VE with all the support necessary to determine the admissibility, prompt release, customs clearance and the issue of the bill of entry, the license requirements and the minimum duties due on importing the Products into the destination country, assuming it falls within LU-VE's sphere of responsibility. Where a license is required for the import and export of the Products, the Supplier shall assist LU-VE in obtaining such license.

11. WARRANTY

- 11.1. The Supplier guarantees that the Products supplied:
 - a) are compliant with all the laws and regulations in force in the relative markets where they are sold;
 - b) are free from any defects and comply with Specifications, designs, descriptions or samples supplied or specified by LU-VE;
 - c) are eligible and suitable for use.
- 11.2. The Supplier guarantees the Products for a period of 24 months starting from the delivery.
- 11.3. At any time during the warranty period, in case of non-conforming Products in accordance with Article 11.1 above, LU-VE shall, at the expense of the Supplier, be entitled to:
 - a) perform, including through third parties, any quality control checks, selection and testing on the Products, at the expense of the Supplier;
 - b) reject any Faulty Products, including Products that present defects of a hidden or not immediate nature, if discovered within a year of delivery, or, where the Parties have agreed upon a tolerance margin and the margin is exceeded, reject the entire lot which the Faulty Products are part of;
 - c) request the immediate replacement of the Faulty Products or, if the Parties have agreed upon a tolerance margin and the margin is exceeded, the replacement of the entire lot which the Faulty Products are part of;
 - d) be compensated for the Faulty Products through additional work if the Supplier is not able to immediately replace them.
- 11.4. The Supplier shall be obliged to cover any damages suffered by LU-VE due to defects of the Products, non-compliance with technical specifications, infringements of the administrative provisions relating to security by the Supplier or for any other reason attributable to the Supplier. The Warranty also covers damages to persons and property caused by the products manufactured by LU-VE using the Products, if such damage is caused by defects of the Products or non-compliance with the terms of the Supplier Contract.
- 11.5. The Supplier undertakes to provide in LU-VE with spare parts compatible with the Products supplied for 10 (ten) years from the date of delivery. Where the Supplier is unable to guarantee its supply, it shall make every effort to provide LU-VE with all the necessary measures to ensure the commissioning of Products that require spare parts.

12. INDEMNIFICATION AND INSURANCE

- 12.1. The Supplier undertakes to indemnify and compensate LU-VE, upon request, for:
 - a) any liability, loss, damage, expense (including, without limitation, legal and professional consulting fees) and other costs incurred in relation to any breach or non-fulfilment of the Supplier Contract by the Supplier;

- b) any claim arising from the injury or death of any person and any damage or loss of any good or property caused by Defective Goods or otherwise arising from any act, omission or negligent activity on the part of the Supplier (or any person acting on its behalf), as well as any repair costs, subsequent delivery, installation and removal of Defective Goods.
- 12.2. In addition to the compensation and indemnity obligations set out under Article 12.1, the Supplier shall collaborate with LU-VE to adopt any action that can reasonably be undertaken in relation to any recall or campaign that LU-VE can run.
- 12.3. The Supplier shall acquire and maintain, at its expense and for the entire duration of the Supplier Contracts stipulated with the LU-VE Group Companies and as long as it continues to provide goods and services to said Companies, the following insurance coverage stipulated with leading Insurance Companies:
- a) Third Party Civil Liability Insurance, with a coverage of at least Euro 2,500,000 per claim, which explicitly includes damages caused in the event of activities carried out by third parties;
 - b) Employees Civil Liability Insurance, with a coverage of at least Euro 2,500,000 per claim and a limit of at least Euro 1,000,000 per individual person injured;
 - c) Product Civil Liability Insurance, with a coverage of at least Euro 2,500,000 per claim/year.
- 12.4. In cases where the supply of goods concerns products intended to become components of finished or semi-finished products sold and/or distributed by LU-VE Group Companies, the Supplier shall acquire and maintain a Product Civil Liability Insurance policy that also includes the following guarantees:
- i. "Damage to the finished product" coverage (even if the product becomes an inseparable component of the finished product), with an insured limit of at least Euro 500,000.00;
 - ii. direct and indirect "Product Recall/Replacement" coverage, with an insured limit of at least Euro 250,000.00;
 - iii. "Pure financial losses" coverage, with an insured limit of at least Euro 250,000.00.
- 12.5. LU-VE reserves the right to request that the Supplier obtains additional insurance coverage, in addition to that already provided for in this Article.

13. INTELLECTUAL PROPERTY

- 13.1. In no case shall the Supplier make use of LU-VE's Intellectual Property Rights, if not for the sole purpose of executing the relative Orders, except where expressly permitted to do so by LU-VE in writing and within the limits of such concession.
- 13.2. The Supplier guarantees to LU-VE that the Products supplied have not been and shall not be produced in violation of rights of any kind and belonging to anyone. The Supplier undertakes to indemnify and to hold LU-VE harmless from any burden or dispute relating to the exploitation of any Intellectual Property Rights, such as, but not limited to, patents, designs or models, trademarks, know-how, copyrights, deriving from the use of the Products by LU-VE. Should LU-VE be subject to claims before the Court relating to the violation of property rights pertaining to the Order, the Supplier shall be obliged to appear before the Court, releasing LU-VE from any further consequences, including as relating to property.
- 13.3. Any new discoveries or inventions that may have occurred during the execution of the Order shall be regarded as the Intellectual Property Rights of LU-VE.
- 13.4. Moreover, the Supplier shall also guarantee to LU-VE the freedom and the license to use, sell and market the Products supplied, both in Italy and abroad.

14. SPECIFIC EQUIPMENT AND MATERIALS

- 14.1. In the event that LU-VE supplies or purchases and then makes available to a Supplier Equipment that is not covered by a specific contractual agreement, the following provisions shall apply.

- 14.2. Any Equipment provided to the Supplier for use shall remain the exclusive property of LU-VE. The Supplier shall be liable for any loss, destruction or damage thereto. The Supplier shall:
- a) register and mark the Equipment as belonging to LU-VE;
 - b) provide adequate insurance coverage against risks of fire, theft, vandalism, acts of God, unauthorised changes to the equipment and other insurable risks or losses or damages;
 - c) treat the Equipment with due care and perform routine maintenance;
 - d) notify LU-VE immediately for any extraordinary maintenance or replacement needs that may arise, it being understood that the execution of such repairs or replacement shall be authorised by LU-VE and carried out at its own expense;
 - e) not transfer the Equipment outside the Supplier's production facilities, nor use the Equipment for reasons other than the execution of the Supplier Contract.
- 14.3. Where the Supplier is required to produce, develop or purchase the equipment to be able to supply the Goods, the cost of such Equipment, as well as any contribution in this regard by LU-VE, shall be agreed upon between the Parties and detailed in the corresponding Supplier Contract.

15. WITHDRAWAL AND TERMINATION

- 15.1. Unless otherwise agreed upon between the Parties, LU-VE shall be entitled to unilaterally withdraw from the Supplier Contract, at any time and for any reason, upon written notice to the Supplier with a notice of 90 (ninety) days, without the Supplier or any third party being entitled to any compensation or refund, for any reason, aside from the fees accrued on the date of the withdrawal.
- 15.2. Without prejudice to the other provisions of these General Terms and Conditions and all the applicable legal remedies provided for, if the Supplier fails to fulfil its obligations, LU-VE shall have the right to terminate the Supplier Contract with immediate effect upon specific written notice to the Supplier.
- 15.3. The termination of the Supplier Contract under this Article shall be without prejudice to the responsibility of one of the Parties with respect to any obligation already accrued on the date of termination.
- 15.4. LU-VE shall be entitled to claim compensation for damages deriving from the violation of the provisions of the Supplier Contract by the Supplier.

16. FORCE MAJEURE

- 16.1. The Parties agree that the Supplier must promptly inform LU-VE in writing about the occurrence and termination of circumstances of force majeure which don't allow the fulfilment of the contract obligations due to supervening impossibility. Moreover, the Supplier undertakes to take all the necessary measures in order to limit the effects of the happened force majeure event.
- 16.2. The Supplier shall not be held responsible for the breach if demonstrated that: (i) the obligation cannot be fulfilled with a reasonable effort, (ii) the force majeure event could not reasonably have been foreseen at the time of signing the Supplier Contract if existing or at the Order date and (iii) the effects of the breach cannot reasonably be prevented or overcome.
- 16.3. The Parties expressly agree that are not to be considered as causes of force majeure: delays or defaults by Supplier's suppliers, strikes or stop of production activities limited to the Supplier's business and/or their suppliers or subcontractor's business.
- 16.4. In any case the Parties agree to cooperate in order to reach an agreement on variation of the contractual documentation as a consequence of an event of force majeure. Should the causes of force majeure continue for a period of 30 (thirty) days, the Parties will have the right to consider the Order or the Supplier Contract, if existent, terminated as set forth in par. 15.

17. CONFIDENTIALITY

- 17.1. The Supplier shall not reveal or otherwise make accessible to third parties any information, of any type and in any form, which the Supplier has obtained or to which the Supplier has access as a result of the execution of the Supplier Contract or in relation to the same, including, but not limited to, the Confidential Information as well as any information related to the Intellectual property Rights.
- 17.2. The obligation of the Supplier shall remain in force for the full duration of the Supplier Contract and, thereafter, until the occurrence of the first of the following events:
 - a) the related information, including Technical Information, becomes publicly available or otherwise available in the public domain, without such disclosure being attributed to the Supplier;
 - b) 5 (five) years have passed following termination of the Supplier Contract, for any reason.
- 17.3. Any communication with third parties relating to the existence and content of these General Terms and Conditions via any means of communication shall be agreed upon beforehand in writing between the Parties.

18. COMPLIANCE

- 18.1. The Supplier declares to be aware of the provisions set out in Legislative Decree 231/01, and to have fully examined and accepted the Code of Ethics and the Model pursuant to Legislative Decree 231/01, available on the www.luve.it (in the "*The Group/Code of Ethics*" section) and on the www.sest.it (in the "*Corporate*" section) websites, undertaking to acknowledge any updates published on the website.
- 18.2. In the performance of its services, the Supplier shall behave in compliance with the Model pursuant to Legislative Decree 231/01 and the LU-VE Code of Ethics to avoid exposing LU-VE to the risk of being applied the sanctions provided for, and to inform its partners, employees and collaborators participating in the performance of the Supplier Contract and ensure they behave accordingly. The Supplier shall also immediately inform LU-VE in the event of circumstances effectively or even potentially affecting the Code of Ethics, or the occurrence of events which amount to breaching the standards of Legislative Decree 231/01.
- 18.3. Breaching even one of the obligations indicated in the LU-VE Code of Ethics is a serious contractual breach with all legal consequences entailed and shall give LU-VE the right to terminate the Supplier Contract and all relations with the Contractor with immediate effect, without prejudice to LU-VE's right to request compensation for any damages suffered.

19. ENVIRONMENT AND SOCIAL RESPONSIBILITY

- 19.1. The Supplier shall use all the resources and structures required to manufacture the Products (including materials, energy and water) in an efficient manner such that the environmental impact of the manufacturing process, particularly with regard to waste, wastewater, air and noise pollution, is kept to a minimum. The Supplier shall implement and maintain an environmental management system certified in accordance with the requirements of the ISO 14001 standard.
- 19.2. The Supplier is responsible for the registration and, where necessary, for obtaining the appropriate authorisation, as well as providing due notice on the presence of chemicals in the Products, in compliance with the legal requirements applicable to LU-VE's reference market for the products in which the Products shall be incorporated.
- 19.3. The Supplier also acknowledges that LU-VE actively encourages an eco-compatible workplace that is socially aware and sustainable and that LU-VE requires the Supplier to adhere to the same standards and principles and to act accordingly. In particular, the Supplier's conduct shall always be based on the Universal Declaration of Human Rights, on the ILO's Tripartite Declaration of Principles Concerning Multinational Enterprises and Social Policy, and on the OECD Guidelines for Multinational Enterprises. The Supplier declares to comply with the applicable laws concerning the Child Labour.

20. CONFLICT MINERALS STATEMENT AND POLICY

- 20.1. LU-VE supports the fight against violence, human rights violations and environmental degradation for the extraction and marketing of certain minerals in the geographical area encompassing the Democratic Republic of the Congo (DRC) and neighbouring countries (known as the “**Conflict Minerals Region**”).
- 20.2. LU-VE undertakes not to obtain supplies of minerals or materials containing minerals referred to in EU Regulation 2017/821, deliberately supplied from the Conflict Minerals Region. Moreover, LU-VE undertakes to adopt a procurement process with its suppliers aimed at eliminating the use of these minerals from the entire production chain.
- 20.3. The Supplier declares to have knowledge of the legislation relating to Conflict Minerals and to refrain from using any minerals from the Conflict Mineral Region. LU-VE may ask the Supplier to submit a self-declaration confirming that it does not use the said minerals. Moreover, LU-VE cannot be held accountable for the truthfulness of the Supplier’s declarations on the matter.

21. GOVERNING LAW AND JURISDICTION

- 21.1. These conditions, as well as details included in the Order are governed by Italian law, with the express exclusion of the rules of private international law and any other source not expressly mentioned.
- 21.2. For all disputes concerning the interpretation or execution of these Terms and Conditions or of the Orders, including those relating to their validity, the existence and any receivables due to LU-VE, shall fall under the exclusive jurisdiction of the Court of Varese, with the exclusion of any other alternative or concurrent jurisdiction. Said jurisdiction cannot be waived even in case of consolidation of actions.

22. PRIVACY POLICY STATEMENT

- 22.1. The Supplier acknowledges that the provisions of applicable privacy laws (EU Regulation 2016/679 of the European Parliament and Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data, hereinafter referred to as the “**GDPR**”) concern the processing of personal data, relating only to individuals, acquired and processed by LU-VE for the conclusion and execution of the Supplier Contract and are not applicable to data referring to companies, bodies and associations. For the purposes of this General Terms and Conditions of Purchase, LU-VE shall be able to process personal data concerning (i) the Supplier, whether the latter is an individual company or a freelancer, and/or (ii) the representatives, employees or collaborators of the Supplier.
- 22.2. The Supplier declares to be aware that, pursuant to Article 13 of the GDPR, personal data communicated by the same Supplier for the conclusion and execution of the Supplier Contract, is collected and processed by LU-VE, as the Data Controller, exclusively for said purposes and to comply with related regulatory, administrative and accounting obligations, through appropriate methods and procedures (including computerised), through specially appointed internal staff and through external collaborators designated as data processors and data controllers. The Supplier acknowledges that, with regard to personal data processed for the conclusion and execution of the Supplier Contract, the natural person to whom the data refers (the “**Data Subject**”) is entitled to the right of access, rectification, limitation, deletion, portability and opposition (Articles 15-22 of the GDPR), as well as to the right to file a complaint with the Italian Authority for the Protection of Personal Data.

22.3. It is the Supplier's responsibility to guarantee the lawful use of personal data concerning, by way of example and without limitation, its representatives, employees and collaborators, communicated to LU-VE for the purpose of concluding and executing the Supplier Contract and, in particular, the correct fulfilment of the related disclosure obligations towards the data subjects and, where necessary, the collection of their consent, with regard to the processing of their personal data by LU-VE for the aforementioned purposes.

Last update: January 2020

For Acceptance (Stamp and signature)

Supplier (Legal Representative)

Paragraphs no. 4, 5, 6, 7, 8, 9, 11, 12, 18, 21, 22 are expressly approved.

Supplier (Legal Representative)