

## GENERAL CONDITIONS OF PURCHASE

**1. SCOPE OF APPLICATION.** These general conditions of purchase (the “Conditions”) form an integral part of all contracts the subject matter of which is a Supply, and by this term the following is understood: (a) products which Advanced Techne S.r.l. (the “Purchaser” or “Advance Techne Srl”) commissions any supplier to manufacture or process (the “Supplier”) and/or (b) other products or works (including, but not limited, to any assembly activities) or services indicated in purchase orders issued by the Purchaser to the Supplier. Acceptance by the Supplier of each order issued by the Purchaser shall be deemed made in accordance with these Conditions, unless otherwise agreed in writing by the Parties; it is nevertheless understood that in the event of any discrepancy between these Conditions and any clauses inserted in the order, the latter shall prevail. In any event, any general conditions of the Supplier shall not apply, even partially, unless specifically approved in writing by the Purchaser.

**2. EFFECTIVE DATE OF EACH CONTRACT.** Unless otherwise requested in writing by the Purchaser, the Purchaser’s order shall be deemed accepted if it is not expressly refused within seven days following receipt thereof. Unless the terms of this article are waived by the Purchaser (at its sole discretion and at any given time): (a) each contract for supply made between the Purchaser and the Supplier (the “Parties”) shall enter into force subject to the Supplier having returned these Conditions to the Purchaser duly stamped and signed. The signatures shall be of a legal representative or a person duly authorised by the Supplier who has the requisite powers and the Purchaser shall in any event not be obliged to carry out any check in relation thereto; and, in particular, (b) if within 20 (twenty) days of the date of the Purchaser’s order (unless otherwise indicated by the latter) the Supplier has not expressly accepted the order and these Conditions have not been received by the Purchaser duly countersigned by the Supplier as indicated above (in the event that they have not been previously signed), then the Purchaser shall be free from any obligation in relation thereto.

**3. DOCUMENTATION.** The material and/or services which are the subject matter of the order shall be supplied complete with all technical documentation necessary for its use and maintenance, as well as the required certificates. Integral parts of the supply documentation are, among the others, the certificate of compliance with the technical specifications and the quality certifications. If the documentation and / or the certificates sent to the Purchaser should be found to be incomplete and in any event not in compliance with the above-mentioned instructions, payment of the relevant invoices shall only be made after receipt of all the documentation and / or certified compliant documents required. The Supplier undertakes to supply, if required by the Purchaser, the Preferential Certificate of Origin or the Certificate of Origin. The application by the Supplier of its distinctive markings on the material/s that is/are the subject matter of this Contract is hereby excluded, unless otherwise agreed in writing between the Parties.

**4. CARRYING OUT OF THE SUPPLY.** The Supply shall be made in compliance with the instructions indicated in the relevant purchaser order as well as any drawings, technical and/or contractual specifications and any other documentation that is an integral part thereof. Any possible variation of the terms stipulated shall only be valid if agreed in writing and subsequently confirmed in writing. The Supplier hereby declares to own a high technical expertise, the technical know-how, the technical capability, any and all the skilled personnel and the technical means which are needed to carry out the Supply and it hereby warrants that it will carry out the Supply in compliance with the Specifications of Supply indicated in the relevant contract and/or in any

other document that will be exchanged between the Purchaser and the Supplier, as a fully autonomous supplier, at its own risk and with its own organization of technical means and of the skilled personnel, using the best available techniques and complying with the terms and conditions of the relevant contract, of these Conditions and, however, with the applicable Legal Requirements as well as in a workmanlike manner.

**5. PACKING AND SHIPMENT.** The Supplier shall provide at its own expenses adequate packing and protection of the Supply and ship the Supply to the place of destination agreed with the Purchaser using the most suitable means. The Supplier shall be liable for any damages to the Supply resulting from improper packaging and protection or shipping. Any packaging or shipping expense that, as the case may be, must be borne by the Purchaser, shall be subject to prior written agreement between the Parties and can be charged to the Purchaser only upon presentation of the documentation evidencing said costs.

**6. TERMS AND PLACE OF DELIVERY.** Unless otherwise expressly specified in the purchase order, delivery shall be made at the Purchaser’s plant or at the place of destination reasonably indicated by the latter and the Supplier shall bear all transportation and insurance costs and any other expense or risk relating to loss or damage to the products that are the subject matter of the Supply up to the time of delivery of said products. The Supply shall be deemed delivered upon delivery to the abovementioned place of destination of the Supply accompanied by all the required certifications, compliant with the manufacturing specifications and free from defects. The Supplier hereby acknowledges that the Purchaser operates on a “just in time” basis and, therefore, it is essential that the Supply is delivered exactly on the agreed date, given that any delay causes to the Purchaser a serious damage. Consequently, the delivery dates indicated in the contract of Supply and/or in any other documents exchanged between the Purchaser and the Supplier are deemed strict and essential, without prejudice however to the Purchaser’s right to postpone the delivery dates on one or more occasions, upon giving prior written notice to the Supplier. The Supplier shall comply at all times with any possible requests for changes to the technical specifications relating to the order submitted in writing by the Purchaser; in case of changes causing the prices and other terms and conditions to vary, and before the Parties reach an agreement in relation thereto, the Supplier shall not in any event refuse any such requests made by the Purchaser and may not interrupt or suspend the manufacturing of the materials subject matter of the Supply. In the event of delays in delivery on the part of the Supplier, the Purchaser may request, by way of liquidated damages, an amount equal to 1% (one per cent) of the agreed price for every week of delay, up to a maximum of 10% (ten per cent), without prejudice to Energy Technology’s right to claim any further damages suffered. In the event of delay in delivery exceeding 3 (three) weeks, the Purchaser shall have be entitled to carry out the works subject matter of the relevant order on its own or procure them elsewhere at the Supplier’s expense, without prejudice, in any event, to the right to claim any further damages suffered. In the event of delay in delivery exceeding 3 (three) weeks, the Purchaser shall also be entitled to cancel the relevant order and/or terminate the contract and/or any master agreement entered into between the Parties, without prejudice to all of the Purchaser’s other rights, including the right to claim compensation for any further damages suffered. The Purchaser is expressly authorised to deduct from the amounts invoiced any possible liability in respect of which the Supplier is obliged to pay under the terms of this Article. Unless agreed in writing by the Purchaser, the Supplier may not make partial deliveries or deliveries exceeding the amounts

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agreed in the relevant Contract or purchase order and it may not anticipate delivery with respect to the agreed terms. In the event the Purchaser agrees in writing to receive anticipated delivery, for the purposes of the abovementioned liquidated damages, the relevant payment terms and the weeks of delay shall run from the agreed anticipated date of delivery. In the event the Purchaser agrees in writing to receive further deliveries in respect to the agreed ones, for the purposes of the abovementioned liquidated damages, the payment terms and the weeks of delay shall run from the effective date of delivery.

**7. CONFORMITY AND IDENTIFICATION OF THE SUPPLY.** Each Supply and every product and/or component resulting from a Supply of manufactures shall be compliant with the Specifications of the Supply, with the Technical Documentation, with the applicable Legal and Custom/Export Requirements as defined herein below: -Specifications of the Supply: characteristics and specifications agreed upon in each contract of Supply, that will provide for, by way of exemplification but not limitation, the scope of manufacturing, the output targets, the quality standards required by the Purchaser and that the Supply (or, in any event, any product and/or component which form part of a Supply of manufactures) is expected to comply with after the installation and/or acceptance of the Supply; -Technical Documentation: all the drawings, the technical and quality specifications, the graphics, the projects, the certificates, as well as any other technical or production documents regarding realization, delivery, assembly and installation of the Supply; - Legal Requirements: any law, regulation, rule, statute, code and/or order in respect of the performance of the obligations under any contract of Supply, including but not limited to laws and regulations governing the activity of the Purchaser, environmental laws, welfare and social security laws, hiring of labour laws, occupational safety and health laws, as well as any other law in force at the date of delivery of the Supply in the country in which the Supply is to be installed and used by the Purchaser. In any event, the products and/or the components included in each Supply shall be accompanied by the EC declaration of conformity of the manufacturer and by any reference and document (including the declaration of conformity of the Supplier, if applicable) which may be relevant for the purposes of the abovementioned laws, as well as supplied complete with all the markings and the instructions for the use required by said laws. -Custom/Export Requirements: any law, regulation, rule, statute, code and/or order in respect of import/export and customs. It is also hereby agreed that the Supplier, upon request of the Purchaser, will provide the latter with any information and/or legal declaration stating the country of origin of the Supply and the applicable custom tariffs and duties.

**8. INVOICING AND METHOD OF PAYMENT.** Invoices shall be sent in original and shall contain, in addition to the order number, the code assigned to the Supplier, as well as the indication of the document of transport and shall be issued by the Supplier with a date which is not earlier than the date of delivery to the Purchaser of the relating Supply. Payments shall be made at the date agreed time to time in each contract of Supply and/or in any other document exchanged between the Purchaser and the Supplier in the Supplier's current account at the bank designated by the latter by means of a credit transfer. If no such date has been agreed in the relevant contract of Supply and/or in any other document exchanged between the Purchaser and the Supplier nor is it prescribed by any mandatory provision of law, payments shall be made 90 (ninety) days following the end of the month in which the relevant invoice is issued, upon condition the Supply is compliant with the purchase order and complete with all the documentation and / or the certificates, duly sent by the Supplier. In case of non-performance by the Supplier, the Purchaser reserves the right to suspend payment of the Supply which is the subject matter of the claim. In any event, any

payment of an invoice on the part of the Purchaser does not prejudice any of the Purchaser's rights and/or powers granted by the law under the purchase order. Invoices shall be sent, at the latest, within and not after the second working day of the month following the one in which the performances or services have been carried out, otherwise the payment will be postpone by 30 days.

**9. INSPECTION OF GOODS.** The Supplier shall not in any event rely on the goods inspection system for the purposes of detecting defects on the part of the Purchaser, given that the latter shall be entitled to receive the Supply on a "free pass" basis, by which term it is understood the exclusion of any prior inspection of the Supply and which "free pass" system the Supplier expressly hereby agrees, releasing the Purchaser from any liability in relation hereto. It is therefore hereby understood that, in any event, unless otherwise agreed between the Supplier and the Purchaser, the latter shall be free not to carry out any inspection of the goods at such time as they are delivered/arrive at their destination, without this in any way excluding or limiting the Purchaser's rights vis-à-vis the Supplier in respect of possible defects, lack of compliance or shortages in the Supply. The Purchaser is, however, entitled to ascertain, at its own discretion, the compliance and the quality of the Supply also by sampling, in accordance with its normally used procedures. The Supplier hereby acknowledges that the Purchaser operates on a "just in time" basis and, therefore, it is essential to receive the Supplies free from defects and compliant with the requirements set forth in each contract of Supply and/or any other document exchanged between the Purchaser and the Supplier, given that any defect or non-conformity causes to the Purchaser a serious damage. Save any possible different mandatory provisions of the law, the Purchaser may claim in respect of any possible non-compliance or defects in the Supply within 60 (sixty) days of the effective discovery thereof by the Purchaser. Any possible claims in respect of non-compliance or defects shall be deemed as accepted by the Supplier if no objection is made within 15 (fifteen) days of receipt of the relating written communication from the Purchaser. Parts and goods which do not comply with the order and which, in the Purchaser's sole opinion, are not reparable, shall be returned to the Supplier at the latter's expense. In the event of refusal of the goods, all costs relating to selection, packing, storage, loading and shipment shall be borne by the Supplier; the Supplier is also required to indicate the address and means to be used for the return of the goods. The submission of any claim in respect of non-compliance of the Supply entails the replacement, on the part of the Supplier, of the elements of the Supply to which the claim refers or, alternatively, the repair of such elements on the part of the Supplier, subject to the Purchaser's approval (who reserves the right, whether it is deemed as necessary, to proceed itself to the repair and to charge the Supplier with the related costs and expenses). The foregoing is without prejudice to the other rights of the Purchaser pursuant to Art. 10 hereto and in general to the Contract, including the present Conditions.

**10. GUARANTEE OF SUPPLY.** The Supplier hereby guarantees that it has complied with the applicable regulations and that the Supply was designed and constructed in compliance with the most modern criteria in terms of health and safety at work and with the rules of good workmanship. The Supplier hereby declares and guarantees that the Supply complies with the specifications agreed upon and that the materials used are free from defects or faults, including hidden defects or faults, and that the goods were manufactured in the most workmanlike manner possible and in accordance with the most modern technologies. The Supplier also hereby declares and guarantees that the Supply is free of any lien, pledge, guarantee, claim or encumbrance whatsoever. From the date of acceptance of the Supply on the part of the customer of the Purchaser, the guarantee shall run for a period of 24 months, it being understood that such guarantee shall not in any event

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exceed a period of 30 months running from the date of the delivery of the Supply on the part of the Supplier to the Purchaser. During the period of the guarantee, the Supplier, at the request of the Purchaser, shall repair or replace, under its care and at its expense, all the parts that are found to be non-compliant or defective or faulty. The parts which are to be replaced as per above shall be delivered Ex Works of the Purchaser or Ex Works of the customer of the Purchaser, according to the Purchaser's request. The Supplier shall bear all costs in relation to the assembly of the parts to be repaired or replaced. The Supplier shall repair or replace the non-compliant or defective or faulty parts in the shortest time possible, to be established on a case by case basis, without prejudice to the Purchaser's right to claim compensation for any further damages suffered. From the date of replacement or repair of the non-compliant or defective or faulty parts, a new period of guarantee shall run for 24 months. In the event the Supply is not repaired (whoever might have repaired it) or replaced within 7 (seven) days from the relevant written request on the part of the Purchaser, the Purchaser shall be entitled to carry out such repair or replacement of the non-compliant or defective or faulty parts on its own or procure them elsewhere at the Supplier's expense and without prejudice to the Purchaser's right to claim compensation for any further damages suffered. The Supplier shall hold harmless and indemnify the Purchaser from any and all liability for damages that may be claimed in relation to the non-compliance or defectiveness or faultiness of the Supplies, bearing also all the costs of any recall campaign and/or replacement, if necessary. It is understood that, in case of ascertained defects in Supplies or in the case of lack of quality of the Supplies, the Purchaser may refuse to pay or suspend payment with regard to such materials and/or works or other Supplies until such time as all defects or faults or non-compliances have been eliminated, without prejudice to the Purchaser's right to claim compensation for any further damages suffered. The foregoing does not prejudice the Purchaser's right to terminate the contract for defective or noncomplying Supplies in respect of which the Purchaser has not requested the repair and replacement. Furthermore, the foregoing is without prejudice to all of the Purchaser's rights under the law in respect of defective and/or faulty Supplies and/or or lack of quality.

**11. BANK GUARANTEE.** In the event that, pursuant to the contractual agreements between the Parties, the Supplier shall provide the Purchaser with a bond guarantee, by way of guarantee of proper performance of its contractual obligations, the Supplier shall provide the Purchaser with such bond guarantee, issued by a primary bank and acceptable to the Purchaser, within 15 (fifteen) days from the date of signature of the Contract and/or the purchase order, in an amount equal to the price of the Supply/Supplies to be guaranteed.

**12. ACCESS TO SUPPLIER'S PLANTS. USE OF PURCHASER'S EQUIPMENT. INSURANCE COVERAGE OF THE STOCK.** At any stage of execution of the Supplies on the part of the Supplier, the Purchaser shall be entitled to access the Supplier's plants, upon giving prior notice to the Supplier, in order to check the progress of the work and the fulfilment of the contractual obligations in compliance with the requirements set forth in the relevant contractual agreements and in the relevant technical documentation. In the event the equipment necessary to carry out the Supply or other materials given for the work are provided to the Supplier on the part of the Purchaser, the Supplier shall use and protect them with the due diligence and return them, at the end of the work, to the Purchaser. In the abovementioned cases, the Supplier shall maintain a proper insurance coverage, by way of guarantee of the risks related to use and custody of the equipment and materials of the Purchaser. In the event that the Supplier uses the Purchaser's or third parties' equipment and systems, the Purchaser is freed and discharged from any liability for any accident that may occur. The Supplier shall also guarantee proper and efficient protection of the stock of products subject matter of the

Supplies, undertaking any proper measure to protect such stocks from damages, thefts and/or tear and shall maintain an insurance coverage, acceptable to the Purchaser, by way of guarantee in respect of all the abovementioned events. **13. EXECUTION OF WORKS AT PURCHASER'S PLANTS OR PURCHASER'S CUSTOMERS' PLANTS.**

In the event the execution of the Supply include activities to be carried out at the Purchaser's plants or at the clients indicated by the latter's plants, the Supplier shall carry out the work in a completely independent manner and in a proper and workmanlike manner. The Supplier shall also ensure that the personnel entrusted to undertake the work carry an identification card and also comply with the accident prevention and safety regulations in effect or in any event imposed by the nature of the work (pursuant to the local regulations) or the premises and the applicable regulations in force, in addition to the specific rules of the department/factory which may be adopted within the workplace, and with the prohibitions and the regulations which may be displayed on the boards affixed at the Purchaser's or at its customers' plants. The Supplier shall also equip such personnel with the requisite protective equipment. The Supplier, in any event, shall be equipped with personal protective equipment required by the applicable norms and shall abide by the instructions received by the Purchaser's or by its customer's personnel. Prior to commencing the individual works, the Supplier undertakes to make itself aware and take note of the specific hazards existing in the workplace and hereby indemnifies the Purchaser in relation to any accident at work which may befall or involve the personnel entrusted by the Supplier and equally in relation to any damage to third parties caused by said personnel. The Supplier also undertakes to provide all of the information and prepare the documents prescribed by provisions of the law for evaluation and management of risks. The Supplier shall also be obliged to constantly supervise the progress of the works and undertakes to inform the Purchaser in writing of the name of its Works manager/Site manager.

**14. FORCE MAJEURE.** The obligations of the Parties under each contract of Supply stipulated on the basis of these Conditions and/or of any other document exchanged between the Purchaser and the Supplier, shall be deemed suspended in the case of an event of force majeure. For this purpose, events of force majeure shall mean events which are unforeseeable and beyond the control of the Parties, that prevent the fulfilment of the obligations of one or both Parties, such as, for example, but without limitation: earthquakes, lightning, floods, national strike of a category of workers, lockouts, government injunction, war, riots, embargoes, etc. (with the exclusion of labour union issues). The party intending to avail itself of the suspension shall inform the other party of its intention to do so in writing, within 7 (seven) days of the start of the event in question and also communicate the end of said event within 7 (seven) days thereof. The party prevented from fulfilling its obligations shall provide the other with the maximum co-operation so as to reduce the damaging consequences to the latter. If, however, the event should continue for longer than 2 (two) weeks, then the Purchaser reserves the right to terminate the contract without anything being due to the Supplier, and the Supplier shall be obliged to return any amounts which may already have been paid.

**15. CONFIDENTIALITY.** The Supplier is obliged to observe the maximum confidentiality in relation to all information of a technical nature received by the Purchaser during the carrying out of the Supply and hereby undertakes to divulge them to its personnel only for the purposes of the necessities related to the execution of the Supply. None of such information may be disclosed to third parties, without the Purchaser's prior written consent. All construction modifications which the Supplier intends to make to the products that are subject matter of the Supply for the purposes of improving their technical and qualitative aspects must be previously agreed upon and authorised by the Purchaser.

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**16. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS.** The Supplier hereby acknowledges that any document, material, sample, technical specification, drawing or information transmitted by the Purchaser for the purposes of executing the Supplies is property of the Purchaser. All the industrial and intellectual property rights related to the products and works that are subject matter of the Supply shall be exclusive property of the Purchaser. The Supplier, by signing these Conditions, specifically indemnifies and holds harmless the Purchaser and its customers from any claims, costs and expenses regarding any possible patents, or similar rights of third parties, that the Supplier has deemed necessary and appropriate to use in the manufacture or processing of the Supply or that in any case may be violated by the manufacture or processing thereof.

**17. NO SUB-CONTRACTING.** Under no circumstances shall the Supplier entrust third parties, be it in whole or in part, with the performance of the Supply without the Purchaser's prior express written authorization.

**18. RIGHT TO WITHDRAWAL – TERMINATION.** These Conditions shall remain in effect for an indefinite period and the Purchaser reserves the right to modify them (excluded the orders pending at the date of the modification) upon appropriate notice (i.e. 30 days in the first year of the supply relationship, 60 days in any possible second year and 90 days in any possible third year and thereafter), while the Supplier shall retain the right to advise the Purchaser within the same period of its unwillingness to continue the relationship upon the new conditions; it being understood that in the absence of any such written communication, the modified conditions shall be deemed accepted. It is also understood that in the case of orders made in the sphere of a continuous or periodic Supply relationship, the Purchaser may withdraw from the relationship upon appropriate notice to the Supplier, as per the notice periods indicated above, sent by registered post return receipt requested or certified mail. The Supplier may withdraw from the above-mentioned relationship upon notice to the Purchaser sent by registered post return receipt requested or certified mail, which notice shall be given sufficiently in advance so as to enable the Purchaser to locate replacement suppliers and, in any event, said notice shall be of not less than 180 days. In case of termination, the Parties shall be obliged to complete any contract of Supply made prior to termination. In the event of: a - breach of or failure to comply with one or more of the obligations set forth by Articles 3, 4, 6, 7, 10; b - breach of any other obligation set forth by the present Conditions or by any contract of Supply or agreed in writing between the Parties and the breach is not cured within 15-day period from the date the relevant Purchaser's communication is received; c - any insolvency or liquidation proceedings to which the Supplier is subject; d - acquisition of the majority shareholding or of the Supplier's shares or of a controlling position on the part of a third company the Purchaser shall be entitled to terminate the contract of Supply and/or any supply master agreement in force between the Parties, upon written notice to the Supplier. This automatic termination clause is without prejudice of the Purchaser's rights to claim any further damages. In the event the Supplier commits any of the breach indicated by the foregoing letters a) and b), the Purchaser shall be entitled to carry out the obligations subject matter of the contract of Supply and/or of any other supply master agreement that are terminated on its own or procure them elsewhere at the Supplier's expense and without prejudice to the Purchaser's right to claim any further damage. Should the Supplier fail to comply with said obligation, then the Purchaser may, at its sole discretion, cancel the supply and/or demand payment of all damages and expenses. It is also agreed that the Purchaser shall have the right to terminate, at any time and upon its own discretion, the contract/s and

one or more Supplies against payment to the Supplier of an amount equal to the price agreed for the part of Supply already executed by the Supplier at the time of communication of termination.

**19. ASSIGNMENT OF CREDIT.** Assignment of credits, special mandates for collection or other forms of reassignment of payment are not allowed without the Purchaser's prior written consent. Since the contract for Supply is one of the documents evidencing the credit pursuant to Article 1262 of the Civil Code, this clause is presumed to be known to the assignee at the time of assignment. Therefore, it is enforceable vis-à-vis the latter in accordance with the terms of the second paragraph of Article 1260 of the Civil Code.

**20. ENTIRE AGREEMENT – SEVERABILITY.** Any contract of Supply, any other document exchanged between the Purchaser and the Supplier, these Conditions, as well as any and all of the clauses contained in the enclosures to any contract of Supply, to any other document exchanged between the Purchaser and the Supplier and to these Conditions, represent a complete agreement between the Parties and supersede any previous agreement as regards the subject matter of the Supply. If one or more provisions of these Conditions or of the individual contracts stipulated on the basis thereof shall be invalid, these Conditions and/or individual contracts shall in any event remain valid as a whole and the Parties shall replace, in good faith, any invalid or unenforceable provision with clauses having contents which are as similar or equivalent as possible. In the event of any discrepancy between these Conditions and the special conditions agreed upon in each contract of Supply or in any other document exchanged between the Supplier and the Purchaser, included any relevant enclosures, then the special dispositions shall prevail. No modification to the Contract or to the present Conditions shall be valid unless made in writing and authorized by the purchasing office of the Purchaser; any other agreement, whether oral or in writing, shall be deemed as invalid.

**21. APPLICABLE LAW AND COMPETENT COURT.** Any relationship regulated by these Conditions shall be governed by Italian law, with the exclusion, in case of sale contract, of the Vienna Convention of April 11th, 1980 on contracts for the international sale of goods. Any possible dispute between the Parties arising out of the application of these Conditions shall be settled exclusively by the Court which is competent for the place where the Purchaser has its registered offices; by way of partial exception to the foregoing, the Purchaser may, at its sole discretion, bring proceedings before any court which is competent for the place where the Supplier has its registered office (or other offices or warehouses) in particular, but not by way of limitation, in order to recover its goods or claim compensation for damages. In acceptance .

\_\_\_\_\_  
 THE SUPPLIER

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 Date and place

In accordance with the terms of Article 1341 of the Civil Code, the Supplier specifically approves, after having carefully reviewed them, the following Articles of these Conditions: no. 2 (Effective date of each contract), 6 (Terms and place of delivery), 7 (Conformity and identification of the Supply) 8 (Invoicing and method of payment), 9 (Inspection of goods), 10 (Guarantee of Supply), 14 (Force majeure), 16 (Industrial and intellectual property rights), 17 (No sub-contracting), 18 (Right to withdrawal – termination), 19 (Assignment of credit), 20 (Entire agreement – severability), 21 (Applicable law and competent court).

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 THE SUPPLIER