

GENERAL TERMS AND CONDITIONS OF SALE OF OAKLEY INDUSTRIAL MACHINERY INC.

Rev: November 27th, 2024

These general terms and conditions of sale ("**GTCs**") shall apply to all supplies of goods and/or services concluded by OAKLEY INDUSTRIAL MACHINERY INC., with registered offices at 1601 Lunt Avenue, Elk Grove Village-60007 Illinois- United States ("**OIM**") and the party purchasing goods and/or services ("**Buyer**"). The GTCs, together with any special conditions and provisions expressly agreed between the parties and included in the written order confirmation issued by OIM ("**Sales Order**") and in the documents attached thereto, constitute the full agreement and written contract between OIM and the Buyer and supersede any other and/or different terms and/or conditions in conflict with them proposed by the Buyer, verbally or in writing, and not expressly accepted by OIM. Any changes to the GTCs, which are not contained in the Sales Confirmation, may be made only by OIM by notice to Buyer or publication on OIM's website and will apply with respect to purchase orders following such notice or publication.

1. Acceptance and terms and conditions.

Sale of any goods or provision of services, as each is defined in the Sales Order, is expressly conditioned on Buyer's assent to these GTCs. Any acceptance of OIM's quote is expressly limited to, and implies, acceptance of these GTCs and OIM expressly objects to any additional or different terms proposed by Buyer. No Buyer form shall modify these GTCs, nor shall any course of performance, course of dealing, or usage of trade operate as a modification or waiver of these GTCs. Any to purchase goods and machineries or receive services shall constitute Buyer's assent to these GTCs. Unless otherwise specified in the OIM, OIM's quote may be modified or withdrawn by OIM before receipt of Buyer's timely conforming acceptance. Fulfilment by OIM of any purchase order by Buyer shall not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these GTCs.

2. Subject of the products and services.

2.1 The scope of the supply provided by OIM in favor of the Buyer shall be for the purpose, unless otherwise expressly provided in the Sales Order, of supplying standard machines or products and components and/or machines with customized characteristics according to the Buyer's requests and specified by the Buyer in the technical specifications (the "**Machinery**"). **2.2** If expressly provided for in the Sales Confirmation, OIM may also provide certain services, such as installation, commissioning, training, technical assistance, maintenance, whether they are performed at OIM's or at the Buyer's premises, or remotely

(the "**Services**"). **2.3** The Buyer agrees to cooperate actively with OIM in order to supply the materials and/or components indicated in the specifications, which shall be received by OIM in the time, quantity and quality defined in the individual Sales Order, as well as to communicate, and/or provide any information related to the order and its requirements, remaining fully responsible for the accuracy and precision of the same. Therefore, OIM shall not be held responsible in case of delays, discrepancies in the Machinery and/or performance when directly caused by the non-supply or delayed supply of materials and/or components by the Buyer or by the inaccuracy and/or imprecision of the information provided by the Buyer. **2.4** In the case of non-standard Machinery, the technical specifications will be defined by the data sheets prepared by OIM on the basis of the specifications requested by the Buyer, which must therefore be transmitted by the Buyer complete in every detail in time to proceed with the execution of the contract. Delay in transmission and/or any inaccuracy or incompleteness of such specifications will justify the modification of the delivery terms and OIM's exemption from liability for any delay.

2.5 The GTCs shall also apply, as far as they are compatible, to the supply of spare parts ("**Spare Parts**") and/or other goods (e.g. pins and coils) by OIM to Buyer.

3. Binding Contract.

3.1 The Buyer's order shall be deemed accepted by OIM only upon issuance of OIM's Sales Order which will identify exactly the Machineries, Services, Spare Parts and /or other goods ordered by the Buyer, quantities, expected delivery dates, payment terms, and specifications or data sheets, if available. The Sales Order shall be deemed to be accepted without reservation by the Buyer unless objected to in writing within 5 (five) days of receipt. Unless expressly provided in the Sales Order, catalogs, estimates and/or offers related to the supply shall not be deemed to be included in the same and therefore shall not be binding on OIM. Data regarding performance, yields, dimensions, hydraulic and pneumatic utilities of the Machinery mentioned in the commercial documentation are intended as indicative and not binding on OIM. Actual values will be communicated to the Buyer upon completion of the executive project. **3.2** No additions or modifications to the GTCs between the parties, whether set forth in the Buyer's purchase order or indicated in other documents, including shipping documents, shall be enforceable against OIM unless included in the Sales Order and/or following OIM's written acceptance. **3.3** Any collection by OIM of an advance payment on the order shall not constitute acceptance of the order.

4. Modifications and Additions.

4.1 OIM shall have the right at its sole discretion, at any time and without the Buyer's prior consent, to make non-substantial modifications and/or additions to the Machinery and/or Spare Parts (which do not change their essence and operation). **4.2** Such modifications shall be proposed if they prove to be necessary in relation to the final installation site, regulatory changes, technical and/or engineering innovations in production and/or material technologies, or as a result of any intervening circumstances from which the need for a modification to the Machinery arises. **4.3** Should such modifications result in a change in the cost of the Machinery in excess of 2% (two percent) of the supply price, the Buyer shall be notified in advance in writing and the Parties shall agree in good faith on a price variation. **4.4** It is within the sole discretion of OIM to accept any modifications or additions to the Machinery requested by the Buyer with respect to what is stated in the Sales Order, provided that the request is received no later than 30 (thirty) days after the Sales Order is sent. In this case OIM will submit an estimate of the related costs and the consequences on delivery and installation deadlines. If the Buyer does not accept the estimate, it will undertake to reimburse OIM for the costs incurred and/or related to the preparation of the estimate, without prejudice to its commitments under the contract.

5. Delivery.

5.1 Unless otherwise indicated in the Sales Order, delivery of the Machinery, Spare Parts and/or other goods, as well as the related transfer of risks, shall always be deemed to be made FCA (ICC Incoterms® 2020) at OIM's facility indicated in the Sales Order. **5.2** In any case, regardless of the delivery term, the loading of the products onto the means provided by the Buyer will be carried out by OIM on behalf of the Buyer. Any loss and/or damage to the products incurred during loading operations shall be borne by the Buyer. **5.3** The delivery terms stated in the Sales Order are not essential and shall not be deemed to be time of the essence. Where an advance payment on the order is provided for, the delivery terms shall start from the time of advance payment or, where it is provided that the data sheet is defined with the Buyer, from the date of definition of the data sheet, if that occurs later than the date of the advance payment. **5.4** In the event of payment to be made in whole or in part after delivery, if the Buyer delays the collection of the Machinery, Spare Parts and/or other goods by more than 10 (ten) days from the notice of goods being ready for delivery, OIM shall have the right to proceed to issuing the invoice with the consequent commencing of the relevant payment terms. In any case, the Buyer shall remain responsible for the parking costs and any other charges and responsibilities for the storage and custody of the goods, to the extent of 1% (one percent) of the price of the Machinery, Spare Parts and/or other goods for each week of delay up to a maximum of 5% (five

percent). **5.5** If the Buyer delays the collection of the Machinery, Spare Parts and/or other goods by more than 30 (thirty) days from the notice of goods being ready for delivery, OIM shall have the right to withhold as liquidated damages any advance payment or down payment (if any) made by the Buyer, as well as, at its sole discretion, to terminate the contract for cause or to require its specific performance, in any case without prejudice to OIM's right to claim compensation for further damages. **5.6** Any unjustified delays by OIM in the delivery and/or installation of the Machinery shall entitle the Buyer to terminate the contract only after 90 (ninety) days from the date the notice of default is issued to OIM, being excluded in any case compensation for damages and without prejudice to the case of force majeure.

6. Price and Payment.

6.1 The price of the supply of the Machinery, Services, Spare Parts and/or other goods is indicated in the Sales Order and, unless otherwise provided in the Sales Order, the price of the Machinery shall be per Machinery tested at OIM's premises and delivered FCA (ICC Incoterms® 2020) at OIM's facility indicated in the Sales Order, being agreed that all charges relating to taxes and expenses for transportation, duties, insurance, shipping, storage, handling, demurrage and the like shall be paid by Buyer. **6.2** The payment terms set forth in the Sales Order shall be essential. Any payment extensions, if any, shall be stated in the Sales Order. Payment shall be made in USD or in the different currency indicated in the Sales Order. **6.3** Interest on any past due payment shall accrue at the rate of 1% (one percent) per month, or if such rate shall exceed the maximum rate allowed by law, then at such maximum rate, and shall be payable on demand. **6.4** In the event deferred payment is agreed between the Parties, OIM shall have the right to terminate the contract, or not to perform the part of the contract still to be performed, without needing the Buyer's prior consent, in the event that (i) the Buyer delays payment by more than 30 (thirty) days; (ii) OIM has reason to doubt the Buyer's solvency and financial credibility, unless the Buyer provides the necessary warranties; (iii) the Buyer is subject to insolvency proceedings of any kind; in the aforementioned cases, all payments not yet due shall also become immediately due and payable, without the need for OIM to issue a notice of default to the Buyer. In the event of late payment, OIM shall also have the right to suspend all maintenance work, even in the event of serious breakdown, until the balance of the due amount is paid. **6.5** The Buyer may not under any circumstances delay or suspend payment for the supply, even in the case of defects and/or nonconformities, without prejudice to its right to recover what it has unduly paid, nor may it set off any credits, unless otherwise agreed in writing. **6.6** The Buyer authorizes OIM to assign to third parties any claims arising from the contract. The

assignment will be effective against the Buyer as of the date of notification thereof.

7. Retention of Title.

7.1 The delivered Machinery is and remains the property of OIM until full payment of the relevant contract price by Buyer. **7.2** The Buyer is obligated to inform any interested third party of OIM's retention of title and to comply with all formalities required by the applicable law of the place where the Machinery is located. **7.3** If any third party intends to assert any right to the Machinery subject to retention of title, the Buyer shall immediately inform OIM thereof and assist OIM in protecting the retention of title. **7.4** OIM reserves the right to file a security lien and notice (i.e. UCC lien) on the Machinery in the Buyer's possession and Buyer agrees to provide any necessary cooperation and/or documents or papers needed by OIM to perfect the security filing(s).

8. Testing at OIM's premises.

8.1 OIM will inform the Buyer in writing when the Machinery will be ready for testing, which will be carried out at OIM's premises, unless otherwise provided for in the Sales Order or other written agreement between the Parties. **8.2** The Buyer shall make itself available to participate in the testing operations, which shall take place on the date indicated by OIM or otherwise agreed upon by the Parties, in any event within 15 (fifteen) days of the notice sent by OIM pursuant to Paragraph 8.1. It is understood that, should the Buyer waive its right to participate in the testing operations or fail to make itself available within the aforementioned term or, in the case of testing at the Buyer's premises, prevent such operations from taking place, the positive testing carried out by OIM alone shall be deemed effective and enforceable against the Buyer for all legal purposes and shall be deemed to be implied acceptance of the Machinery without reservation. **8.3** It is mandatory for the Buyer's representatives and employees participating in the testing operations, and, more generally for all the Buyer's personnel, to strictly comply with the on health and safety of workers at the workplace adopted by OIM, which will be communicated in advance to the Buyer. **8.4** Upon completion of the testing operations, a report of the successful testing of the Machinery and authorization for shipment or installation will be prepared and signed between the Parties, or by OIM alone in the cases provided for in Paragraph 8.2 above. **8.5** Following the testing, OIM will deliver the technical documentation for the use and maintenance of the Machinery which will include: (i) electrical, pneumatic, hydraulic diagrams; (ii) list of the parts constituting the Machinery; (iii) list of any recommended spare parts, if available **8.6** Excluded from the scope of the supply is anything not expressly stated in the technical data sheet or in the Sales Order

and, by way of example but not limited to, hydraulic oil for any hydraulic power units, consumables and for any tests, etc.

9. Installation at the Buyer's premises.

9.1 Unless otherwise specified in the Sales Order, the supply does not include the installation and commissioning of the Machinery, or any other services at the Buyer's premises, such activities being entirely the responsibility of the Buyer. **9.2** If the Sales Order provides for the installation of the Machinery at the Buyer's premises, the Parties will agree on dates for carrying out the relevant operations. **9.3** In any event, anything not set forth in the Sales Order, as well as any work necessary for the purpose of properly installing the Machinery (which the Buyer undertakes to carry out within the time set for the commencement of installation operations), shall remain the responsibility of the Buyer, including but not limited to: (i) all civil engineering work and foundations, special bases, flooring, pits, site preparation, anchoring and bracketing of the asset and government approvals; (ii) unloading and unpacking of the equipment; (iii) proper placement, pre-alignment and anchoring of the equipment; (iv) disposal of packaging materials; (v) supply and filling of all liquid tanks; (vi) lubricants; (vii) the equipment and materials required for assembly, installation, and commissioning such as scaffolding, lifting gear, and other equipment; (viii) the connection of all electrical wiring (according to electrical diagram provided), electronic connections, connection of the appropriate power to the machine's electrical panel, compressed air lines, and utilities required for the equipment. Any delays due to the failure to carry out such works or to the unavailability of the necessary equipment or to the failure of other plant and/or machinery functional to the installation of the Machinery shall not be attributable to OIM, which shall have the right to charge the Buyer for the resulting downtime of its personnel. **9.4** The Buyer shall promptly provide the labor, logistical support, and necessary equipment required by OIM's technicians during the installation and commissioning of the Machinery and any further work by OIM or its appointed personnel, including during the warranty period. **9.5** The place of installation shall be completely free and easily accessible to OIM's technicians and installers and access to such place shall be permitted only to authorized personnel. All assembly equipment, lifting means (cranes, hoists and forklifts), ladders and scaffolding provided by the Buyer shall comply with the US applicable safety standards (or the standards in force at the place of installation, if equivalent). All burdens, organization and responsibilities during installation work in relation to safety and work hygiene as required by applicable state and/or federal standards and/or corresponding standards in force at the place of installation shall be borne by the Buyer. **9.6** The Buyer agrees to provide and make

available its own employee and/or operator, who shall be present at the place of installation of the Machinery throughout the entire process of installation and initial start-up.

10. Commissioning and training.

10.1 Where provided for in the Sales Order, OIM will provide commissioning of the Machinery and/or operator training at the Buyer's facility, subject to agreement on the duration of training, calculated on the basis of working days, of 8 hours each. Commissioning and/or training activities will be scheduled based on OIM's availability, unless otherwise provided in the Sales Order. **10.2** In addition to the consideration set forth in the Sales Order, the Buyer shall promptly reimburse OIM for travel expenses, board and lodging, and any other expenses inherent in and documented by OIM, unless otherwise provided in the Sales Order. **10.3** The Buyer further agrees to: (i) guarantee OIM's personnel access to the premises where the Machinery is located in safe conditions, in compliance with applicable regulations and in any case applying safety standards not inferior to those provided for by US federal or state regulations; (ii) make available sufficient quantities of compliant material for the commissioning of the Machinery and operator training; (iii) ensure the availability of a full-time maintenance person to cooperate with OIM personnel during the commissioning of the Machinery and operator training; (iv) ensure the presence of the operators assigned to the start-up, operation and maintenance of the Machinery for the entire duration of the commissioning operations; (v) sign the documentation certifying the performance of the commissioning and/or training activities. **10.4** Any additional service or training time that exceeds the fixed number of working days stipulated in the Sales Order will be charged separately to the daily rates charged by OIM, together with the above charges. **10.5** In the event that the commissioning of the Machinery or operator training is delayed due to causes beyond OIM's control, the Buyer will still be required to pay the fee and expenses even for the days of staff inactivity. **10.6** It is understood that OIM will not be responsible for compatibility between the supplied Machinery and any other equipment to which the former is to be connected, nor for any interference and safety issues arising from the connection.

11. Warranty.

11.1 OIM warrants that the Machinery shall meet and is compliant with the agreed technical specifications and function correctly, if installed in a suitable environment and in compliance with the instructions contained in the technical manuals, for 12 (twelve) months from the date of the test carried out pursuant to Article 8 above, with reference to both mechanical and electrical parts. Any extensions of the warranty shall be agreed in writing between the Parties, at the Buyer's request and upon payment of a

fee. **11.2** Any claims that cannot be raised by diligent inspection at the time of testing carried out in accordance with Article 8 above (hidden defects) must be notified to OIM by registered letter with return receipt, under penalty of forfeiture, within 30 (thirty) days from the date of discovery of the defect and in any case no later than the warranty term. Claims must indicate precisely the defects and discrepancies reported.

11.3 The warranty does not extend to Machinery components that are subject to general wear and tear and movement components, nor to aesthetic defects (paint defects or other surface coatings, scratches, dents, etc.) that do not affect the functionality of the equipment. OIM shall not be liable in any case for defects/non-conformities of components manufactured by third parties even if incorporated in the Machinery, with respect to which only the warranty provided by the manufacturer of such components and within the limits provided therein shall apply. The warranty does not extend to manufacturing defects that are due to misuse or incorrect use of the Machinery by the Buyer or third parties, accident, act of nature, overloading, impact or breakage of the structures and/or components, failure to perform periodic maintenance in accordance with the use and maintenance manual provided by OIM, poor quality of materials used, environmental conditions, incorrect or unstable electrical voltage, unauthorized repair or modifications. The Buyer shall use the goods in perfect conformity with the provisions of the user manual and the instructions given by OIM. **IMPORTANT: OIM SHALL NOT BE LIABLE FOR ANY DIRECT AND/OR INDIRECT DAMAGES SUFFERED BY THE BUYER OR ANY THIRD PARTY ARISING FROM THE USE AND/OR MAINTENANCE OF THE MACHINERY NOT IN ACCORDANCE WITH THE USER AND MAINTENANCE MANUALS PROVIDED BY OIM, NOR SHALL OIM ALSO BE LIABLE FOR DAMAGES ARISING FROM TAMPERING WITH AND/OR MODIFYING THE MACHINERY AND/OR RELATED SOFTWARE FOR USE WHEN NOT AUTHORIZED BY OIM. REPLACEMENT OF PRODUCT COMPONENTS MUST BE CARRIED OUT USING ONLY COMPONENTS SUPPLIED AND/OR APPROVED BY OIM.** **11.4** The identification and ascertainment of any defect in the supplied Machinery may be validated only by OIM's technical personnel by means of investigations of the defective components sent to OIM, if requested by OIM, or by means of images and documents; the Buyer shall forfeit the warranty if it does not permit any and all reasonable inspections requested by OIM. **11.5** In the event of discovery and consequent reporting of the defect attributable to OIM by the Buyer, provided it is reported within the terms set forth above, OIM, in accordance with the warranty granted and after ascertaining the defect, as OIM sole obligation and Buyer's exclusive remedy, OIM may alternatively and at its own discretion: (i) provide for the replacement of the defective/faulty

components, subject to their return by the Buyer, or (ii) send its personnel to perform the most appropriate maintenance activity in order to resolve the detected defect/non-conformity and make the Machinery fit for the agreed use. Any Components repaired and/or replaced will be subject to the same warranty conditions. **11.6** The Buyer shall remain responsible for the shipping costs of the replacement components, as well as those related to the repair work, such as, but not limited to, travel expenses of OIM's technicians. **11.7** If, following the inspection of OIM's technical personnel, it is found that the defect/non-conformity is attributable to the Buyer or third parties, the Buyer will be required to immediately reimburse OIM for the costs incurred by OIM for the replacement of the components or for the repair, in addition to the related expenses. **11.8** If, notwithstanding the replacement or repair, the delivered Machinery is found to be materially unfit for the agreed use, the Parties may agree to terminate the contract, resulting in the Buyer's obligation to return the Machinery in perfect condition and OIM's obligation to refund the price collected as of the date of termination. Compensation for damages is in any event excluded, except in the case of willful misconduct or gross negligence. **11.9** The warranty provided herein is totally inclusive and in lieu of the other warranties and/or liabilities provided under the law, and excludes any other liability of OIM (whether contractual or extra-contractual) however arising from the goods supplied (such as but not limited to compensation for damages, lost profits, recall campaigns, materials for use, lost production or production entrusted to third parties, etc.), direct and/or indirect damage. **EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, OIM MAKES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, ORAL, WRITTEN OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INFRINGEMENT, OR WARRANTIES ARISING BY CUSTOM, TRADE USAGE, PROMISE, EXAMPLE OR DESCRIPTION, ALL OF WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED BY OIM AND WAIVED BY THE BUYER. IN THE EVENT WARRANTIES EXIST AT THE APPLICABLE LAW THAT MAY NOT BE DISCLAIMED, THE BUYER AGREES THAT SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE 12 (TWELVE) MONTHS WARRANTY PERIOD AND TO THE REPLACEMENT VALUE OF THE PRODUCT. THE BUYER AGREES THAT OIM HAS MADE NO AGREEMENTS, REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN.** **11.10** The Parties agree that in the performance of the contract, OIM may in any case be held liable only for willful misconduct and gross negligence. **11.11** The warranty terms provided in this Article 11 shall also apply with reference to Spare Parts and other goods, insofar as they are compatible, provided that the warranty period in such a case shall commence from the delivery date.

12. Force majeure.

12.1 OIM shall not be liable for any delays or non-performance caused by strikes, labor unrest, lockouts, fortuitous event, shortage of raw materials, delays by carriers/suppliers, adjustment to measures of public authority, insurrection, state of war, natural events and disasters, embargoes, epidemics, force majeure, or any other event not under the direct and reasonable control of OIM. **12.2** Upon the occurrence of any of the aforementioned events, the commencement of the delivery terms, even if subsequent to a notice of default issued to OIM or if OIM is in arrears with respect to the agreed terms, shall remain suspended until the circumstance giving rise to the suspension ceases to exist. **12.3** If an impediment as set forth above occurs and it lasts for a period of time exceeding 6 (six) weeks, each party shall have the right to terminate the contract, without prejudice to OIM's right to obtain payment for the services due and already performed.

13. Intellectual Property and Confidentiality.

13.1 The Buyer has no right to use OIM's patents, trademarks, designs, trade secrets, or other intellectual property rights, whether registered or unregistered, for any purpose other than as a function of the use of the Machinery. Software installed in the Machinery shall be deemed licensed to Buyer by OIM for use by Buyer on a non-exclusive, non-transferable basis and limited to the use of the Machinery. In any event, nothing in these GTCs and/or the contract shall be construed or interpreted as producing the effect of changing the ownership of any intellectual property rights of OIM in relation to the supplied Machinery or the software installed therein. Buyer further agrees not to reverse engineer or otherwise tamper with, change or alter, sell, transfer, or use OIM's intellectual property in any way or for any purpose other than the purpose of operating the Machinery for Buyer's own business. All rights in the know-how of the Machinery, and any rights, inventions and/or findings, although developed by OIM in performance of the contract, shall remain the exclusive property of OIM and shall in no event be transferred to the Buyer. **13.2** Without prejudice to the foregoing, each Party is obliged, even in the event of termination or expiration of this contract, to keep strictly confidential any confidential information (i.e. any information that is confidential, protected, and/or not generally available to the public, including but not limited to information relating in whole or in part to industrial and trade secrets, drawings and technical specifications, data relating to the Machinery, intellectual property rights not known to third parties, etc.) of which it has become aware in the performance of the contract and not to use it for purposes unrelated to the contract. **13.3** The Buyer expressly undertakes not to disclose

or communicate to third parties any documents or technical information received from OIM, without its written consent. **13.4** The Buyer agrees to preserve unaltered any distinguishing marks affixed to the Machinery manufactured by OIM. **13.5** The Buyer agrees to hold OIM harmless from any compensatory claim or other claims by third parties for any infringement of third-party intellectual property rights with respect to goods, materials, documents or information transmitted by the Buyer to OIM.

14. Assignment of Contract.

14.1 The Buyer shall not and is prohibited from assigning all or part of the contract to third parties without the express written consent of OIM. **14.2** The Buyer agrees to give OIM immediate notice of any change in its corporate structure or management bodies (change of control).

15. Termination of Contract.

15.1 Without prejudice to other causes of termination provided for in other articles of these GTCs and by applicable law, OIM may terminate the contract for cause in the event of any essential or material breach of any of the conditions set forth in these GTCs; for the purposes of this clause, a breach of contractual obligations may be deemed essential or material if, following a written request by OIM to fulfill such obligation, the Buyer fails to do so within 15 (fifteen) days of receipt thereof. **15.2** OIM shall have the right to terminate the contract in the event of liquidation, termination, insolvency, bankruptcy, or admission of the Buyer to any insolvency proceeding, or in the event of a change of control of the Buyer. **15.3** In any case of termination and withdrawal, OIM shall be liable for payment of the activities performed in performance of the contract, plus damages, including reasonably attorneys' fees incurred by OIM in the enforcement of this contract or arising from any action or litigation resulting therefrom, if and as due.

16. Processing of personal data.

16.1 Pursuant to and for the purposes of protecting personal data and privacy of any individuals, personal data acquired directly and/or through third parties by OIM will be processed in paper, computer, and telematic form for contractual and legal requirements, as well as to enable effective management of business relationships. Failure to provide data, where not mandatory, will be evaluated from time to time by OIM and will determine the consequent decisions related to the importance of the requested data with respect to the management of the business relationship. **16.2** Data may be disclosed, exclusively for the purposes indicated above and, consequently, processed only for those purposes by other parties, and in particular by: (i) agent network;

(ii) factoring companies; (iii) credit institutions; (iv) debt collection companies; (v) credit insurance companies; (vi) business information companies; (vii) professionals and consultants. For the same purposes, the data may be processed by OIM's financial and commercial managers.

17. Compliance with OFAC restrictive measures.

17.1 The Buyer represents and warrants that the same, as well as, to the best of its knowledge, its directors, officers or employees, are not, and will not throughout the duration of the business and contractual relationship with OIM, be subject to any sanctions issued by the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC), or otherwise similar sanction imposed by any member state or competent authority of the European Union (collectively, "**Economic Sanctions**"), and represents and warrants that neither the Buyer itself nor any of its directors, officers or employees, acts or will act on behalf of or for the benefit of any person or entity listed on any list of entities subject to Economic Sanctions ("**Designated Entities**") (including, if Designated Entities, their subsidiaries, joint ventures including partners in such joint ventures or other persons or entities) or to circumvent in any way sanctions issued against such entities by OFAC or the European Union. **17.2** The Buyer also declares that it is aware of the prohibition imposed by the Economic Sanctions on the re-export to Russia and Belarus and/or for the use in Russia and/or Belarus of certain categories of goods, and undertakes not to re-export to, and/or use in Russia or Belarus the goods supplied by OIM, if they are or should be included in the categories of goods affected by such prohibitions. In particular: (i) the Buyer agrees not to sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied by OIM that fall within the scope Executive Orders 14024 and/or 14114, or any related executive order or regulation promulgated therewith; (ii) the Buyer agrees to use its best efforts to ensure that the provisions of paragraph (i) above are not violated by any third parties part of the commercial chain, including any resellers; (iii) the Buyer agrees to implement and maintain an appropriate control mechanism to detect any conduct of third parties in the commercial chain, including any resellers, that may undermine or violate the provisions of paragraph (i) above; (iv) any breach of paragraph (i), (ii) or (iii) shall constitute a breach of an essential contractual obligation, and OIM shall have the right to avail itself of appropriate remedies, and to immediately withdraw from any order and/or to immediately terminate or/and discontinue the business relationship with the Buyer, without incurring any liability whatsoever, it being understood that in any event the Buyer shall indemnify and hold OIM harmless from all losses and damages in the event of any breach of the Economic Sanctions and/or the above

representations, warranties and undertakings. **17.3** The Buyer agrees to inform OIM immediately of any intervening circumstances that may affect the above representations and warranties and/or have relevance under the Economic Sanctions and of any problems in the application of paragraphs (i), (ii) or (iii) above, including any relevant activities by third parties that may defeat the purpose of paragraph (i) above. **17.4** The Buyer shall make available to OIM information regarding compliance with its obligations under this Article 17 and paragraphs (i), (ii) and (iii) above within two weeks of a simple request for such information.

18. Limitation of liabilities and Indemnification

18.1 TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW, IN NO EVENT SHALL OIM BE LIABLE FOR LOSS OF PROFIT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF ITS CONTRACTUAL OBLIGATIONS HEREUNDER TOWARDS THE BUYER. **18.2** The Buyer covenants and agrees to indemnify, defend and hold harmless OIM and its affiliates, subcontractors, vendors, officers, directors, employees, agents, consultants and representatives (collectively, the "Indemnitees") from and against any and all claims, demands, suits, liabilities, injuries, causes of action, proceedings, losses, expenses, damages or penalties, including without limitation court costs and reasonable attorneys' fees (collectively, the "Claims"), arising or resulting, directly or indirectly from (a) its use of the Machinery, (b) a breach of the contract in place between OIM and the Buyer by the Buyer, (c) breach of a third party's intellectual property rights, or (d) violation of any applicable law, rule or regulation.

19. Applicable law and jurisdiction.

19.1 These GTCSs and any related contract and/or agreement shall be governed by and construed in accordance with the laws of the State of Illinois, with the express exclusion of the 1980 Vienna Convention on the International Sale of Goods ("CISG"). **19.2** The exclusive venue for any cause of action brought under this GTCSs shall be brought in any federal or state court in the State of Illinois. Each party consents to personal and subject matter jurisdiction and venue in such courts and waives and relinquishes all right to attack the suitability or convenience of such venue or forum by reason of their present or future domiciles, or by any other reason.

20. Miscellaneous

The Buyer represents and warrants that: (a) it has full power and authority to enter into and sign this GTCSs; (b) execution of this GTCSs, and the performance by the Buyer of its obligations and duties hereunder and under the Sales Order and any other related document and/or agreement, do not and will not violate any

agreement to which the Buyer is a party or by which it is otherwise bound; and (c) that the Buyer will perform its obligations or exercise its rights hereunder in conformance with all applicable laws, rules, regulations and guidelines.