

GENERAL CONDITIONS FOR PURCHASING RAW MATERIALS

1. Scope, definition, and interpretation

- 1.1 These General Conditions govern the purchase of Raw Materials by the Customer from the Supplier and shall prevail over any opposing provisions unless expressly waived.
- 1.2 Once accepted by the Supplier through the completion of the first Purchase Order, these General Conditions will apply, even where no express reference is made, to any subsequent and future Purchase Order issued by the Customer concerning the supply of the Raw Materials. The contractual relationship shall be concluded with the acceptance by the Supplier, whether expressly or through conclusive behaviour by said Supplier, of the first Purchase Order issued by the Customer.
- 1.3 These General Conditions do not imply any obligation of exclusivity on the Customer, nor any obligation for the Customer to purchase minimum quantities of Raw Materials unless otherwise expressly envisaged in the Special Conditions/Purchase Orders.
- 1.4 The terms indicated within these general conditions with an initial capital letter and not otherwise defined in other articles, will have the meaning attributed to them below:
- **Raw Materials:** any tangible movable property consisting of raw materials, active ingredients, active substances and/or chemical substances in general/ to be provided in favour of the Customer under the Contract and specifically indicated in the Special Conditions/Purchase Order.
 - **Customer:** means Fidia Farmaceutici S.p.A. (Tax Code and VAT no.: 00204260285), with registered office in Abano Terme (PD), Via Ponte della Fabbrica 3/A;
 - **General Conditions:** the general conditions herein.
 - **Contract:** the set of agreements contained jointly within these General Conditions, in the Special Conditions/Purchase Order and in the Technical Documentation (if any).
 - **Special Conditions:** the special conditions concerning the supply of the Raw Materials in addition to or in derogation from the General Conditions.
 - **Technical Documentation:** all the technical documentation, specifications, procedures to which the Raw Material must comply and mentioned in the Special Conditions/Purchase Order (e.g. release specifications, quality agreement, regulatory dossier, technical specifications) etc.). The Technical Documentation may be drawn up by the Customer, the Supplier or a third party.
 - **Supplier:** the company in charge of supplying the Raw Materials.
 - **Force Majeure:** any event/act, fact or circumstance that is unforeseeable and/or not attributable to any of the Parties, which could not be prevented or limited by using ordinary diligence and such as not to allow the party concerned the regular performance of its obligations. The following events constitute, as an example but not limited to, a cause of Force Majeure: unavoidable and uncontrollable natural phenomena, wars, invasions, revolutions, riots, epidemics, strikes of a national nature. Strikes limited to plants or employees of the Parties or of subcontractors or suppliers, delays by the Supplier or its subcontractors in the procurement of goods/ services, the Covid-19 pandemic that arose and is ongoing at the time of signing the Contract and the documents issued and/or that will be issued by the competent Authorities regarding measures to contain Covid-19 will not be considered Force Majeure events;
 - **Confidential Information:** any information or knowledge of an economic or technical nature in the possession of one of the Parties or relating to the activity and premises of one of the Parties, and thus, as an example but not limited to, data, know-how, technologies, formulas, procedures, drawings, drafts, photographs, projects, drawings, samples, reports, information, dossiers, names of customers, price lists, studies, findings, inventions and ideas as well as any and all results of any and all research work and consequent elaborations in any way derived thereof, including any and all news or knowledge relating to the research and/or activities executed by each of the Parties in relation to this Contract. The Confidential Information may be provided by any means or criterion of knowledge, teaching or transfer of data, by means of practical or oral demonstrations, during and throughout the term of this Contract. Confidential Information shall not be considered (i) any and all information already known by the receiving Party at the time of signing of this Contract that has been shown to have already been disclosed by documentary evidence, (ii) and any and all information already in the public domain
 - **Supplier's Offer:** offer sent by the Supplier to the Customer for the purchase of Raw Materials;
 - **Purchase Order:** the order form or all the order forms sent by the Customer to the Supplier regarding the assignment of supplying the Raw Materials inherent to it with an indication of the required services, the agreed consideration, as well as any conditions in addition to or in derogation from the General Conditions;
 - **Parties:** the Customer and the Supplier.
- 1.5 The following interpretative rules apply to the Contract, unless otherwise indicated:

- (a) the headings of the articles are indicated for convenience of reference and may not be used for the interpretation of the terms of the Contract;
- (b) references to sections, articles and annexes shall be understood as references, unless otherwise indicated, to sections, articles and annexes contained within the Contract;
- (c) any reference to the Contract shall be construed as a reference to the Contract as validly amended, supplemented or modified;
- (d) unless otherwise stated, words and definitions used in the singular shall have the same meaning, *mutatis mutandis*, even when used in the plural and vice versa;
- (e) the word “including” and the expression “in particular” shall always be deemed to be followed by the expressions “without limitation” or “not limited to” even if not actually followed by such expressions;
- (f) any reference to each subject also refers to its legitimate successors and assigns;
- (g) the reference to any law or provision of law includes the reference to that law or provision of law, as subsequently amended, extended, interpreted and to any regulations implementing said law or provision of law.

2 Contractual documents and order of priority

- 2.1 Purchase Orders will be valid if issued by the Customer in writing and sent to the Supplier by email. The Supplier must give written confirmation of acceptance of the Purchase Order/Special Conditions within 10 working days of receipt of the same. Once this term has elapsed, the Purchase Order will nevertheless be considered accepted by the Supplier.
- 2.2 Unless otherwise envisaged in the Purchase Order/Special Conditions, the Customer will: a) send the Supplier an open order or a non-binding forecast containing the Raw Material needs for each calendar year; b) send the Supplier the individual Purchase Orders for the supply of the Raw Materials, from time to time needed by the Customer, indicating the delivery terms in said Purchase Orders and/or in the Special Conditions.
- 2.3 The Supplier agrees, as of now, not to reject Purchase Orders issued by the Customer in compliance with the requirements and conditions of this Contract.
- 2.4 In the event of a conflict between General Conditions, Special Conditions/Purchase Order, and the Supplier's Offer also accepted by the Customer, the Special Conditions/Purchase Order shall prevail.
- 2.5 These General Conditions replace and prevail in any case over any general conditions of sale of the Supplier, as well as any other condition placed by the Supplier in any contractual document, even if prior to these General Conditions.
- 2.6 In any case, it is understood between the Parties that, even in the case of exceptions agreed in writing, the General Conditions will continue to apply for the parties not expressly exempted.

3. Representations and warranties – Technical Documentation

- 3.1 The Supplier guarantees that the Raw Materials supplied are of legitimate origin and has been regularly placed on the market.
The Supplier undertakes to supply the Raw Materials in strict compliance with all applicable laws and regulations from time to time, including the good manufacturing standards applicable to the Raw Materials, the provisions issued on the matter by the Ministry of Health or by the competent authorities at European level for the production of the Raw Materials, with the quality and technical specifications detailed in the Purchase Order/Special Conditions and in the Technical Documentation (if any), or to the national and European technical, safety and environmental protection standards, which are in any case mandatory (including the standards for the CE marking where applicable).
- 3.2 The Supplier must comply with the legal provisions and regulations in force in the country in which the Raw Materials are produced and in the country in which they are delivered, with reference to all the regulations on manufacturing, packaging, packing, safety, consumer protection, respect for the environment, and delivery of the Raw Materials.
- 3.3 The Supplier is responsible for the regulatory compliance of the products supplied whether they are substances, mixtures, polymers or articles. In particular, Fidia expects its supplier to ensure that the chemical products comply with the requirements of the REACH (No. 1907/2006) and CLP (No. 1272/2008) Regulations, BPR (EU) 528/2012), PIC ((EU) 649/2012) and any other regulation in the chemical field to which the goods supplied may fall and to complete with due diligence all the qualification questionnaires provided for by the company procedures. The Supplier must also be in possession of all authorisations, licences and permits required by applicable law to produce and/or supply the Raw Materials and undertakes to immediately inform the Customer in the event of loss of the same.
- 3.4 The Supplier may not indicate or impose on the Customer any resale price for the Raw Materials purchased. The Customer is free to unilaterally and autonomously determine the resale prices, terms and conditions.
- 3.5 Unless otherwise envisaged in the Technical Documentation and/or Special Conditions/Purchase Order, the Supplier undertakes to provide the Raw Materials to the Customer in an “approved” state, accompanied by the

Certificate of Analysis for each batch. For each batch of Raw Materials, the Supplier will keep an accurate report ("Batch Record": physical collection of all the documents necessary for the complete and detailed reconstruction of the manufacturing and control phases of the batch). The documentation of the batches, including the complete traceability of the Raw Materials used, the certificates of analysis and the controls in progress, will be kept and archived by the Supplier for a period of at least 10 years after the date of manufacture of the Raw Materials, and made available to the Customer upon request.

3.6 The Raw Materials must be provided with the residual validity indicated in the Technical Documentation.

4. Changes

4.1 For the duration of the Contract, the Supplier undertakes to make all changes to its activities initially envisaged, as may be necessary to comply with mandatory laws and/or regulations that may have occurred in the meantime. These changes will remain the sole responsibility of the Supplier.

4.2 If, on the other hand, the Customer deems it necessary to request changes with respect to what was initially envisaged in the Contract, it will expressly submit a written request to the Supplier, who will undertake to provide its best offer. These additional activities may only be carried out after a specific written agreement has been reached between the Parties.

5. Intellectual property and confidentiality

5.1 The Supplier warrants that, to the best of its knowledge, the purchase, use and/or resale of the Raw Materials to the Customer does not infringe any intellectual property rights of third parties.

5.2 Unless otherwise agreed, the Supplier acknowledges that the Customer is entitled to intellectual and industrial property rights, as well as any economic exploitation rights of the Technical Documentation (if any), of the Customer's Confidential Information.

5.3 The Supplier undertakes to keep confidential and not to disclose in any way the Confidential Information, as well as the aforementioned documents, and not to use them for its own benefit or to use them, whether directly or indirectly, to derive an economic benefit for itself or for third parties. This obligation of confidentiality to be borne by the Supplier will operate until such information and documents become public knowledge, unless this is attributable to any intentional or negligent behaviour of the Supplier. Unless otherwise envisaged in writing, all information communicated to the Supplier shall be considered confidential.

6. Packaging, transport and transfer of ownership (where applicable)

6.1 The Supplier will transport the Raw Materials to the addresses indicated by the Customer according to the Incoterms 2020 agreed in the Special Conditions/Purchase Order and, in the absence of an indication, the delivery is considered DDP (Incoterms 2020) at the place of destination.

6.2 The Supplier will always be responsible for the correct packaging of the Raw Materials, regardless of the applicable (Incoterms) delivery terms. The packaging must be adapted to the type of Raw Materials. In the case of dangerous goods, transport must take place in compliance with the applicable legislation. Transport must be carried out at a controlled temperature where the Raw Materials so require.

6.3 The ownership of the Raw Materials will pass to the Customer at the time of delivery, while for the Raw Materials subject to analysis/verification, the positive outcome of the same.

6.4 In any case, it is understood that the taking over of the Raw Materials covered by the Purchase Order/Special Conditions and/or Contract does not imply the acceptance of the same.

6.5 The Supplier is required to inform the Customer in advance, within its commercial documentation, of any requirements relating to export (re-export) licences of the Raw Materials according to Italian, European or US legislation on export control and customs rules and, at the same time, is required to inform the Customer of the legislation on export control and customs rules in force in the country of origin of the Raw Materials. Any limitations or constraints on export control or on the legal rules in force in the country of origin of the Raw Materials will not in any case be enforceable against the Customer unless previously communicated and accepted by the latter.

7. Delivery of the raw materials

7.1 The Supplier will deliver the Raw Materials within the terms indicated in the Special Conditions/Purchase Order.

7.2 The Supplier acknowledges and accepts that the timeliness in the delivery of the Raw Materials is of fundamental importance, and that therefore the delivery times must be strictly respected.

7.3 The partial delivery of Raw Materials is not normally permitted unless expressly agreed between the Parties or authorised by the Customer. The Customer may therefore refuse delivery or partial supply and will have the right to terminate the Contract, at its sole discretion, where the latter is not interested in a partial fulfilment.

- 7.4 In the event of difficulty or a delay in delivery, and without prejudice to the Customer's possibility of refusing the delayed delivery of Raw Materials, the Supplier undertakes to guarantee to the Customer, as of now, the availability of a minimum amount of Materials before allowing the Customer to continue the regular performance of its activity.
- 7.5 The Supplier undertakes to deliver to the Customer, together with the Raw Materials ordered, all the technical documentation including any type of certification of conformity envisaged for the type of Raw Material. Except as otherwise indicated in the Purchase Order/Special Conditions and in any Technical Documentation, the Raw Materials must be produced and manufactured in accordance with the relevant latest technical specifications or standards, it being understood that in the event of any changes to the technical specifications or standard procedures, the Supplier must inform the Customer before delivery of the Raw Materials, and the Customer may, at its sole discretion, confirm the purchase or freely withdraw, without further costs, expenses or obligations of any kind at its expense, subject to compensation for damages.
- 7.6 For the purposes of any complaints, the quantities, weights and dimensions detected by the Customer during acceptance of the Raw Materials shall be legally binding.

8. Warranty period and reporting of flaws and defects

- 8.1 The Customer undertakes to report any flaws, defects or non-conformities relating to the Raw Materials within thirty (30) days of discovery. The Parties agree that, notwithstanding the provisions of the third paragraph of Art. 1495 of the Italian Civil Code, the limitation period for claims for compensation for defects is two (2) years, except in cases of fraudulent or erroneous declaration.
- 8.2 The Customer shall have the right to refuse, within thirty (30) days of discovery, delivered Raw Materials that do not comply with the Contract and the Technical Documentation (if any).
In case of delivery of non-compliant Raw Materials, the Customer, at its sole discretion, may (i) return non-compliant Raw Materials to the Supplier at the risk and expense of the Supplier or (ii) request that the Supplier pick up, at its risk and expense, non-compliant Raw Materials; or (iii) request that the Supplier supply the non-compliant Raw Material again without charges to the Customer. All this subject to any other right of the Customer, including compensation for any further damages and the termination of the contractual relationship.
- 8.3 In the event of a dispute by the Supplier regarding the assessment of non-conformity of the Raw Materials, the subject of the dispute will be analysed by a third party laboratory identified by mutual agreement between the Parties or, in the absence of said agreement, appointed by the Presiding Judge of the Court of Milan upon petitioning of the Party concerned.
The results obtained by the aforementioned third party laboratory will be final and binding on the Parties.
The costs of the third party laboratory will be borne by the Supplier if it is found that the Raw Materials do not comply with the Technical Specifications, and/or applicable regulations; they will instead be borne by Fidia, in the event that it is found that the Raw Materials are compliant.
- 8.4 The Supplier undertakes to indemnify and hold harmless the Customer from any prejudicial consequence (damages, including to third parties, sanctions, measures of the Judicial Authority and, in general, claims of third parties from any determined cause) that it may incur as a result of acts, facts, defaults, or omissions that derive from or are attributable to the Supplier, or due to the characteristics, defects or discrepancies of the Goods/Services, as well as to reimburse all costs incurred by the Customer, including legal ones, as well as compensating the latter for any resulting damages to its commercial image sustained.

9. Personnel safety requirements

- 9.1 The Supplier will be responsible for the organisation, control, training, discipline and management of its personnel hired for the execution of the Contract, which will operate in total autonomy and without subordination constraint towards the Customer.
- 9.2 The Supplier ensures that for the entire duration of the Contract it will regularly pay personnel used for the provision of the Goods or Services in any manner, the remuneration, welfare and social security provisions, including severance indemnities (TFR) in accordance with the provisions of the national or local collective agreements stipulated by the most representative trade union organizations at national level and, in any case, in a proportionate manner with respect to the quantity and quality of the work performed. In this sense, the Supplier holds harmless and indemnifies the Customer from any liability in this regard.
The Supplier undertakes to demonstrate, where requested by the Customer, the regular fulfilment of the contribution and assistance obligations through appropriate documentation and certification of the bodies in charge.
- 9.3 The Supplier is fully liable for the safety of the personnel it employs and any subcontractors appointed in compliance with the provisions of the Contract as established by Legislative Decree 81/2008 as amended, as well as the applicable safety regulations in the country in which the Services are carried out, the Coronavirus containment measures including the rules that require the use of personal protective equipment (PPE), expressly

holding harmless and indemnifying the Customer from any loss, prejudice, cost, damage, burden or expense, including legal, that the latter is called upon to bear as a result of breaches, omissions, unlawful acts carried out by the Supplier or its employees, collaborators, auxiliaries and any subcontractors.

9.4 If the Supplier needs to carry out activities at the premises of the Customer, the Supplier undertakes to comply with all the safety procedures that it will receive, and, where necessary, the Parties must prepare the Single Interference Risk Document (DUVRI) that shall form an integral part of this Contract.

9.5 The Supplier may not introduce hazardous materials or chemical substances into the Customer's plants, sites, workplaces and/or premises, without the prior authorisation of the Customer and, where necessary, of the competent authorities. In the event that the use of such materials is necessary, the Supplier must formulate a prior request to the Customer (except in cases of direct purchase requested by the Customer) accompanied by the relative safety data sheet. In any case, the handling, use, storage and transport of such materials must take place in compliance with the applicable legislation and the internal procedures of the Customer.

9.6 The Customer reserves the right to carry out, and the Supplier undertakes to consent to inspections and audits, with adequate notice, at the Supplier's and the premises used by the latter, in order to verify the production processes, quality systems and any other data that may affect the correct and timely execution of the Contract. The information acquired is subject to the provisions of Art. 5 of the General Conditions.

10. Insurance

10.1 The Supplier further declares to have stipulated all legally compulsory policies, as well as any other policy suitable to cover its liability relating to any damages to property or persons in terms of the scope of the supply and with ceilings based on the specific contents of the supply of Goods or Services

10.2 The Supplier shall also renew the policy during the contractual relationship, a copy of which may be requested by the Customer.

11 Force Majeure

11.1 Neither Party shall be held liable for the breach or incorrect breach of the Contract caused by events of Force Majeure.

11.2 The Supplier undertakes to notify the Customer in writing of the occurrence of any Force Majeure that has an impact on its obligations immediately and, in any case, within 48 (forty-eight) hours from becoming aware of the same, indicating the possible impact of the occurrence of this event on the Goods/Services and on the related delivery and/or completion term. The Supplier must also promptly notify the Customer when such Force Majeure ceases to exist.

11.3 Since, however, during the continuation of cases of Force Majeure, the Customer will not have the opportunity to use the Services or the Goods, the Customer reserves the right to terminate the purchase obligations envisaged in the agreement with the Supplier and to purchase from a third party if the case of Force Majeure lasts longer than fifteen (15) days.

12. Duration, withdrawal, suspension and termination

12.1 This Contract is understood to be effective from the date of issue of the first Purchase Order of the Raw Materials and will remain in force for five (5) years, with tacit renewal for the same period, unless otherwise terminated with nine (9) months' notice.

12.2 The Customer may withdraw, at any time and for any reason, from the Contract upon sending a written notice by registered letter with return receipt or certified email (PEC), with at least fifteen (15) days' notice. In this case, the Customer will in any case be required to pay only what is due in relation to the activities already carried out by the Supplier at the time of withdrawal. However, it is understood that the Customer will have the right to verify and evaluate the accuracy of the indication of costs made by the Supplier and the related quantification.

12.3 Both Parties shall also have the right to terminate the contractual relationship if one of the two parties is subject to any type of bankruptcy or liquidation procedure, or in the event that part or all of its assets are subject to assignment in favour of creditors.

12.4 If the Supplier does not fulfil or does not fulfil based on the exact obligations envisaged in the Contract, the Customer shall have the right to suspend the payment of the price and to dispute in writing such non-fulfilment by registered letter with return receipt or certified email (PEC), inviting the Supplier to fulfil the contract within a period not exceeding fifteen (15) days from the date of receipt of the dispute. After this period, in the event of non-fulfilment by the Supplier, the Customer may declare the Contract terminated; subject to the Customer's right to obtain compensation for any and all damages deriving from the Supplier's non-fulfilment, or incorrect fulfilment, also in addition to the penalties possibly envisaged in the Purchase Order/Special Conditions. The Customer may declare the Contract legally terminated and make use of the express termination clause herein pursuant to Art. 1456 of the Italian Civil Code, in the following cases:

- a) termination of the Supplier's business activity and/or loss by the same of the requirements and authorisations envisaged by applicable law to proceed with the Supply of the Raw Materials and the execution of the Contract;
- b) failure to comply with the Supplier's remuneration, tax, social security and worker protection obligations;
- c) failure to prepare, operate and/or deliver the guarantees and insurance warranties envisaged in the Contract;
- d) failure to comply with confidentiality rules;
- e) failure, even if partial, by the Supplier to comply with the obligations set out in the Code of Ethics and the Customer's Organisational Model;
- f) in the other cases envisaged in the Contract.

12.5 The Customer shall, at its sole discretion, have the right to request at any time, following a simple written notice to the Supplier, the suspension, in whole or in part, of the supply of the Raw Materials. In this case, the Supplier shall have the sole and exclusive right to request from the Customer the reimbursement of reasonable additional expenses incurred or to be incurred by the Supplier due to the suspension requested by the Customer, provided that the Supplier has communicated and documented in writing to the Customer, within fifteen (15) days of receipt of the communication, the estimate of any additional expenses. This provision does not apply in the event of suspensions arising from Force Majeure.

13. Consideration, payments and default interest

13.1 The amount of consideration for the Raw Materials subject to the supply will be agreed separately in the Purchase Order/Special Conditions. The agreed consideration may not be modified, unless otherwise agreed in writing. Where in the Purchase Order/Special Conditions, the Parties have agreed on the possibility of adjusting the consideration for reasons not attributable to the Supplier, the latter is obliged to notify the Customer in writing of any change in the consideration for the Raw Materials, with at least fifteen (15) days' notice, to be increased to forty-five (45) days in the event of price increases.

It is understood that, in the event of an increase in price, the Customer shall have the right to withdraw, also with immediate effect, from any Purchase Order/Special Conditions and/or Contract not yet fully executed. If the aforementioned notice period is not respected, the price increase will in any case only be effective after forty-five (45) days from receipt of the relative written notice.

Where, on the other hand, in the Purchase Order/Special Conditions the consideration has not been envisaged at a fixed price, but according to incurred and proven expenses, the Supplier guarantees that it will maintain the price demanded within the framework of the offer or the total approved quote. Additional costs will therefore be acknowledged by the Customer only if previously approved and documented in writing.

The Customer will pay the consideration indicated in the Special Conditions/Purchase Order to the IBAN indicated by the Supplier, upon receipt of an invoice.

Invoices, transport documents and related correspondence must always indicate all references and the number of Special Conditions/Purchase Order.

13.2 Invoices will be settled only after the Raw Materials have been checked and the correct execution of the contractual services rendered has been verified.

13.3 The Parties agree that, in the event of the application of default interest for late payment without justified reason, the rate to be applied may not exceed 3% per year. In the absence of communication of bank details or issuance of an invoice, the Customer cannot be deemed to be in default.

13.4 Under no circumstances shall payments be allowed on accounts held in the name of parties other than the Supplier or on accounts encrypted or held with banking institutions or financial companies residing in non-EU countries not included in the list published by the Italian Ministry of Economy and Finance (so-called white list) pursuant to Art. 25 of Legislative Decree 231/2007.

13.5 In case of receipt of invoices with more onerous commercial conditions than those agreed between the Parties, the Supplier will be obliged to issue a credit note for the surplus.

13.6 The Customer may compensate the sums requested by the Supplier by way of compensation for damages with those due to the Supplier for any reason, even if the Customer's credit is not certain, liquid and payable.

13.7 Any payment of Raw Materials will not in any way affect the right of the Customer to raise disputes against the Supplier and to recover the payment in addition to claiming compensation for all damages incurred, with no exclusions.

13.8 The Parties mutually acknowledge that the Customer is entrusted with public contracts and therefore is required to comply with the obligations of traceability of financial flows required by Art. 3 of Law no. 136/2010 as amended. By signing this Contract, the Supplier assumes the obligations of traceability of the financial flows referred to in the aforementioned law, to the extent of its competence and as a subcontractor pursuant to paragraph 9 of the same Art. 3, taking into account that the expression: "supply chain of companies" referred to in paragraphs

1 and 9 of Article 3 of Law no. 136 of 13 August 2010, refers both to subcontracts as defined by Article 105 of Legislative Decree no. 50/2016, and to subcontracts stipulated for the exclusive or non-exclusive execution of the Contract, so that any financial transaction relating to public contracts must be carried out through one or more bank or postal current accounts, also used arbitrarily for multiple orders, provided that for each order the notice referred to in paragraph 7 of said Article 3 is given on the account or accounts used, and in the sense that on said accounts financial transactions may be made even outside the public orders communicated, with an indication in the payment instruments relating to each transaction of the contract identification code (CIG) and, where mandatory pursuant to Article 11 of Law no. 3 of 16 January 2003, of the single project code (CUP).

13.9 In the event of non-fulfilment within the terms contractually agreed for reasons not attributable to the Customer, the Supplier shall pay the Customer a penalty for each week of delay equal to 2% of the consideration indicated in the Purchase Order, subject to any greater damage. The penalty may not exceed 16% of the total consideration indicated in the Purchase Order. The amount owed by the Supplier, as a penalty, will be deducted from the amount of the fee for the execution of the Contract and/or may be offset with any additional amount that may be owed by the Customer to the Supplier.

14. Subcontracting, assignment of receivables and of the contract

14.1 The Supplier may not assign or subcontract, even partially, the supply of Raw Materials to third parties without the prior written consent of the Customer.

In the case of authorised subcontracting, the effectiveness of the authorisation is subject to the exact fulfilment by the Supplier of all workplace health and safety regulations, regular contribution of subcontractors, and any other applicable legislation on the matter, as well as the production, by the subcontractor, of all the documentation required by current regulations, including in the area of social security and accident prevention.

14.2 It is understood that the appointment of subcontractors will not relieve the Supplier from liability for the complete, exact and timely execution of the Contract, since the Supplier is solely responsible to the Customer for the obligations assumed by the subcontractors pursuant to the relevant and possible subcontracts.

14.3 The Supplier may not assign this Contract, in whole or in part, nor the receivables arising thereof, without the prior written consent of the Customer.

15. Processing of Personal Data

15.1 The Parties undertake to process their respective personal data in compliance with the provisions of EU Regulation 2016/679 ("GDPR") and Legislative Decree 196 of 30 June 2003 and subsequent amendments and integrations. The Parties also declare that they have reciprocally provided each other with the information envisaged in GDPR Article 13 and, with regard to the Customer, please refer to the Providers privacy notice published on the website www.fidiapharma.it - section Privacy_Altre Informative.

Where established in a country other than Italy, the Supplier is autonomously responsible for the obligations and fulfilments required by the personal data processing regulations in force in said foreign country.

16. Compliance with the Code of Ethics pursuant to Legislative Decree 231/01

16.1 The Supplier agrees to respect and ensure that its top management and subordinate personnel as well as its Subcontractors comply with the Code of Ethics and the Organisational Model adopted by the Customer pursuant to Legislative Decree 231/2001 (available at link: www.fidiapharma.it – Section II nostro Gruppo_Governance). The violation of the rules envisaged by these documents will represent a serious contractual breach and will entitle the Customer to terminate the Contract, pursuant to and for the purposes of Article 1456 of the Italian Civil Code.

17. Governing law and jurisdiction

17.1 This Contract is governed by Italian law. In the event of a dispute between the Customer and the Supplier that cannot be resolved amicably, the Court of Milan shall have exclusive jurisdiction.

18. Final provisions

18.1 Any tolerance, non-conformity or delay in complying with the provisions of this Contract, even if repeated, may not be construed as a tacit waiver or amendment, even if only partial, of the provisions herein.

18.2 If one of the provisions of this Contract is, becomes or is declared, by a court, invalid based on applicable law, this will not result in the invalidity of the entire Contract, it being understood that the Parties will meet promptly in order to replace the invalid provision with another that reflects its meaning as much as possible.

18.3 The Customer's trademarks and/or logos, role as the Customer's supplier as well as any supply of goods or services to the latter may not be used by the Supplier for advertising or promotional purposes without the prior written authorisation of the Customer.

- 18.4 In the event of a conflict between the provisions contained in the General Conditions, the Special Conditions/Purchase Order and the Technical Documentation, the order of priority and prevalence are as follows:
1) Special Conditions/Purchase Order; 2) Technical Documentation 3) General Conditions.