

GENERAL TERMS AND CONDITIONS OF PURCHASE VAN LEEUWEN ITALIA SPA

Article 1 - Definitions

- 1.1** "Van Leeuwen" means: Van Leeuwen Italia s.p.a., with registered office in Trezzano sul Naviglio (MI), Via Leonardo Da Vinci no. 97 or one of the Group companies indicated as contracting party in the Contract.
- 1.2** "Group Company" means a legal entity forming part of the Van Leeuwen Group.
- 1.3** "Supplier" means the natural or legal person or (collaborative) entity that has entered into (or is in negotiations to enter into) an Contract with Van Leeuwen related to the supply of services and/or goods or the provision of any other performance.
- 1.4** "Parties" means, jointly, Van Leeuwen and the Supplier.
- 1.5** In these Terms and Conditions, "Contract" means every arrangement between the Supplier and Van Leeuwen to supply goods and/or to provide services by the Supplier.
- 1.6** If the expression "in writing" is used in these Terms and Conditions, this also includes all messages sent by email.
- 1.7** "Website" means www.vanleeuwen.com

Article 2 - Applicability

- 2.1** These General Terms and Conditions apply to all negotiations undertaken and Contracts entered into by Van Leeuwen for the supply of goods and/or services or the provision of any other performance in its favour.
- 2.2** These General Terms and Conditions may be notified by attaching a copy of them to the quotations or order confirmations or by sending them by e-mail, and by publication on the Website.
- 2.3** The application of any general terms and conditions used by the Supplier is explicitly excluded.
- 2.4** If any part of the Contract and/or these General Terms and Conditions proves to be void or voidable, this will have no impact on the remaining parts of the Contract and/or these General Terms and Conditions. In place of the void or voidable provisions, whatever would have been legally permissible, and most closely approximates the agreement that would have been made between the Parties if they had recognised the void or voidable provision in good time, will apply as the agreement between the Parties.

Article 3 - Agreements

- 3.1** If the Supplier has submitted a written quotation to Van Leeuwen, the Contract will be understood to be finalised between the Parties when Van Leeuwen accepts the written quotation from the Supplier by means of a written order.
- 3.2** If the Supplier has not submitted a written quotation, the Contract will be understood to be finalised between the Parties when the Supplier has accepted a written order from Van Leeuwen, within 14 days from its date, and has notified this fact to Van Leeuwen in writing within that period, or if and when the Supplier starts to execute the Contract with the approval of Van Leeuwen.
- 3.3** Van Leeuwen will not be bound by any agreement reached by the Supplier or by third parties, with its employees or offices not having powers of representation granted with the due powers of attorney, except where those agreements are confirmed in writing by the executive committee of Van Leeuwen or by its authorised representative.
- 3.4** Van Leeuwen will not be held liable for any misunderstandings, errors, delays or failure to agree or properly agree information and notifications relating to orders, resulting from the use of any means of communication between Van Leeuwen and the Supplier or between Van Leeuwen and third parties, insofar as these relate to the relationship between Van Leeuwen and the Supplier, except in cases of intent or gross negligence on the part of Van Leeuwen.
- 3.5** If Van Leeuwen enters into a Contract with two or more individuals or legal entities, each of these will be jointly and severally liable for fulfilling the obligations, in relation to Van Leeuwen, that are imposed upon them under that Contract. Unless otherwise agreed, Van Leeuwen Buizen Groep B.V. is not liable for the payables of its Group Companies indicated as contracting parties in the Contract.

Article 4 - Changes to the Contract

- 4.1** Van Leeuwen is entitled to make changes to the Contract that it has entered into with the Supplier, until the latter has started to execute the Contract.
- 4.2** If a change is proposed by Van Leeuwen, the Supplier is obliged to notify Van Leeuwen in writing as to whether or not it accepts this change, within five calendar days after the Supplier has been or could have been notified of the proposed change, or to indicate the more detailed conditions under which the Supplier will accept the change; otherwise, the Supplier will be considered to have accepted the changes.
- 4.3** If Van Leeuwen considers that the further conditions suggested by the Supplier are unreasonable, having regard to the nature and scale of the change, then the same will be entitled to cancel the order with immediate effect by written communication. The cancellation, in accordance with this paragraph, will not entitle the Parties to compensation for any losses.
- 4.4** Van Leeuwen will only be bound by any agreements or changes to the Contract or by any agreements relating to additional work, made subsequently, if Van Leeuwen has explicitly accepted these in writing.
- 4.5** The Supplier may not replace, temporarily or permanently, the natural or legal persons instructed to produce and/or supply goods and/or to perform the services, without the prior written consent of Van Leeuwen, unless this has been agreed in writing in the Contract. Van Leeuwen is entitled to impose conditions on any such consent. The replacement of any natural or legal person instructed to provide the services will never give rise to any increase in the fee agreed by the Parties.
- 4.6** If Van Leeuwen has good reason to consider it appropriate, for the proper performance of the order, that the Supplier should have the order completed by individuals or legal entities other than those it employs for that purpose, Van Leeuwen will inform the Supplier, indicating the reasons. The Supplier will then arrange the appropriate replacement.

Article 5 - Prices

- 5.1** Unless the Parties have agreed otherwise in writing, the price for the goods to be supplied by the Supplier will be a fixed price, established in the Contract, for each item delivered, multiplied by the number of items of that type, supplied to Van Leeuwen.
- 5.2** Unless otherwise agreed, all amounts payable by Van Leeuwen will include VAT and all costs of any nature incurred or to be incurred by the Supplier in connection with the execution of the Contract; these will include, by way of example but without limitation, import and export taxes, customs duties and all other levies or charges imposed or applied in relation to the goods and/or services, documentation, packaging, loading, transit and transportation, including transportation costs, packaging costs, insurance costs, fees (including any licence fees) and all other costs to be incurred in connection with the supply.
- 5.3** If there are no specific agreements in the Contract as to the methods of applying rate changes and price indexing, the Supplier may not apply any changes in tariffs or proceed with price indexing.

Article 6 - Payment

- 6.1** The Supplier will send the invoices both by electronic billing and as a simple copy for the attention of Van Leeuwen, to the invoicing address indicated by it, and the invoices will include the date and number of the Contract, the amount of VAT and any other information required by Van Leeuwen.
- 6.2** Unless otherwise agreed, the payment will be made in Euros.
- 6.3** The invoices must also indicate and specifically describe any increases in the price agreed upon in the Contract, authorised in writing by Van Leeuwen.
- 6.4** The payment terms, which will be agreed on each occasion, commence upon receipt of the invoice, but not before (i) receipt of the goods, (ii) approval/testing in the case of services and/or goods and/or (iii) transmission of the documentation to Van Leeuwen in conformity with the Contract. Van Leeuwen reserves the right to issue the invoice for payment only after receiving all of the correct documentation, including but not limited to the certificates. The payment made by Van Leeuwen does not constitute in any way a waiver of any claim or action relating to the execution of the Contract.

- 6.5** If the invoice does not respect the requirements, the Supplier may not claim the payment of interest in the event that Van Leeuwen does not pay the invoice within the payment term agreed between the Parties.
- 6.6** Van Leeuwen will be entitled to suspend the payment to the Supplier if the latter does not fulfil entirely the obligations envisaged by a Contract entered into with Van Leeuwen.

Article 7 – Advance payments and Guarantees

- 7.1** If Van Leeuwen makes an advance payment, within the scope of application of the Contract for services not yet provided, the Supplier will immediately and at its own expense issue an "at first demand" bank guarantee equal to the value of the amount to be paid. In such cases, all materials, raw materials and semi-finished products used by the Supplier to execute the Contract or intended for that purpose, as well as all goods (including those being processed) will become the property of Van Leeuwen at the point of the advance payment or as soon as the Supplier receives that advance payment. Where necessary, the Supplier transfers ownership of all goods to Van Leeuwen, subject to the termination condition of Van Leeuwen making the advance payment. The Supplier is obliged to store the goods separately, to mark them clearly as being the property of Van Leeuwen and, if requested, to issue Van Leeuwen with a declaration of ownership of the same.
- 7.2** The bank guarantee specified in Article 7.1 must be issued by a primary banking institution, authorised in advance by Van Leeuwen.

Article 8 - General obligations of the Supplier

- 8.1** The Supplier guarantees that the performances to be carried out by it or on its behalf by third parties will meet the conditions, specifications and designs indicated in the Contract or identified in greater detail by Van Leeuwen, and that these performances will take place in accordance with the agreed deadline or schedule, free from defects.
- 8.2** The performance must be carried out by the deadline or according to the agreed schedule, except where the circumstances specified in Article 16 occur. Except where otherwise explicitly agreed by the Parties, the agreed deadline/schedule will constitute an essential and final term, such that, if it is exceeded, the Supplier will automatically be placed in default without the need for prior notice.
- 8.3** The Supplier guarantees that it will act in accordance with all applicable national and international legislation and regulations, standards and norms, guidelines and codes in connection with the execution of the Contract, including all applicable legislation and regulations which include, as regards international trade, any embargoes, import and export restrictions and sanction lists as well as legislation and regulations relating to combating and preventing child labour, corruption, slavery, poor working conditions and terrorism.
- 8.4** The Supplier guarantees that it holds all rights over the goods, services or parts thereof that are required for the execution of the Contract. The Supplier declares to be duly authorised to hold and to dispose of the goods, is in possession of all licences, permits, declarations and other documentation required in the countries of origin, transit or destination for the fulfilment of its obligations and it will notify Van Leeuwen immediately of any restrictions envisaged by law.

Article 9 - Delivery and packaging of goods

- 9.1** The goods to be supplied will be delivered in the manner agreed between the Parties, or in such a manner as may be indicated in greater detail by Van Leeuwen, and they will at least be packaged, marked and/or secured in such a way that these goods will reach their destination in good condition, can be adequately identified and can be unloaded at their destination safely and without costs for Van Leeuwen.
- 9.2** All components must be marked and packaged according to the instructions of Van Leeuwen and, unless explicitly indicated, the goods must be packaged suitably for the planned transportation. The packaging and/or other protection must be sufficient to allow for handling and stowage without damage, as well as providing effective protection against the natural deterioration of the materials, both in loading, unloading and transportation operations, and during storage in the warehouses or user systems for the period of time indicated in the order and, in any case, for no less than 6 months in an indoor environment. The use of wood for packaging must comply with ISPM standard no. 15 – International Standards for Phytosanitary Measures no. 15 or later.
- 9.3** Unless otherwise agreed in writing, the goods will be delivered DAP at the Van Leeuwen site in

Calderara di Reno (BO) in conformity with Incoterms 2020. Partial deliveries will only be accepted by Van Leeuwen if it has given prior written authorisation.

- 9.4** If, prior to the delivery, Van Leeuwen asks the Supplier to deliver the goods to a different address, the Supplier will respect this request, without charging additional costs or expenses.
- 9.5** When the goods are delivered, the Supplier will provide to Van Leeuwen (or to any third party appointed by Van Leeuwen) the licences, permits, documents, information, specifications and instructions required for the safe and correct transportation, use, handling, processing and storage of the goods, as well as all regular certificates. Any documents concerning modification/revision must be received by Van Leeuwen by and no later than three (3) weeks from the delivery or assembly of the goods.

Article 10 - Delivery term of the goods

- 10.1** The delivery will be made by the deadline/schedule agreed in the Contract.
- 10.2** As soon as the Supplier knows or expects that it will be unable to deliver the goods or will not be able to do so on time, it will immediately notify Van Leeuwen of this in writing, indicating the cause of the circumstances that are forcing it to act in that sense, as well as the measures necessary to reach a solution to any consequent problems, and it will also adopt those measures at its own expense. Without prejudice to the provisions of Article 14, the Supplier will be liable for all consequent losses incurred by Van Leeuwen unless the Supplier can demonstrate that the circumstances in question are attributable to Van Leeuwen. The provisions of this paragraph do not prejudice the remaining rights of Van Leeuwen.
- 10.3** If Van Leeuwen notifies the Supplier in good time that it is unable, for whatever reason, to accept receipt of the goods on the agreed date and if the goods are ready for dispatch, the Supplier will retain and secure the goods at its own expense and take all reasonable steps to prevent any deterioration of their quality until they are delivered, for a period of at least 3 months from the actual date they become available, without charging any cost to Van Leeuwen. In that case, Van Leeuwen will not be considered in default.
- 10.4** Any postponement of acceptance, as specified in paragraph 3 of this Article, will never entitle the Supplier to demand any increase in the agreed price and/or compensation.

Article 11 - Quality, warranty and approval

- 11.1** The Supplier guarantees that the goods to be delivered and/or the services to be provided to Van Leeuwen coincide with what is established in the Contract (including the specifications) and that the goods to be delivered have the agreed characteristics, are free from defects, are suitable for the purpose for which they are intended and are compliant with legal requirements and other government provisions as well as the requirements of safety and quality standards applicable within the industry, all in force at the date of finalising the Contract.
- 11.2** In addition to the previous paragraph, where appropriate, the provisions contained in the ISO standards, in force at the date of finalising the Contract, will apply. If and to the extent that the foregoing provisions on standards are applicable, the Supplier will execute the Contract in accordance with these provisions, in the context of the correct safeguarding and management of quality.
- 11.3** Approvals, tests and/or trials by Van Leeuwen, or by persons or bodies appointed by Van Leeuwen, may be carried out before, during or after delivery, at the sole discretion of Van Leeuwen.
- 11.4** For this purpose, the Supplier will grant access to the sites where the goods are produced or stored and will cooperate in any approvals, tests or trials that may be carried out, supplying, at its own expense, the documentation and explanations required for that purpose.
- 11.5** If necessary, the Supplier will inform Van Leeuwen, in good time and in advance, of the date when the approval, tests and/or trials may take place. The Supplier is authorised to be present during the approval, test and/or trial.
- 11.6** The Supplier will be responsible for the costs of approvals, tests and/or trials. The same applies in the event that any inspections, approvals, tests or trials are repeated.
- 11.7** The approvals, tests and/or trials will not imply any acceptance of the supply by Van Leeuwen. If the goods or services are rejected at the time of the approval, tests and/or trials, whether before, during or after delivery, Van Leeuwen will notify the Supplier in writing. The deadline for disputing the defects indicated in Article 1495 of the Italian Civil Code is not applicable (as well as, where relevant, Art. 1667 of the Italian Civil Code and Art. 2226 of the Italian Civil Code). Van Leeuwen cannot reasonably be required to inspect the delivered goods individually, but can only be expected to check if, during transportation, the same have suffered damage or differences in quantity.
- 11.8** In urgent cases and also if it is reasonably anticipated that the Supplier cannot or will not arrange for

rectification or replacement, or do so promptly, Van Leeuwen will be entitled to undertake the repair or rectification itself, at the Supplier's expense, or to have this done by third parties, without prejudice to the provisions of Article 14.

- 11.9** The Supplier will immediately repair or replace goods or parts thereof that do not function properly or that present defects or deformities within a period of thirty-six (36) months from the date of acceptance or, if later, within a period of twenty-four (24) months from the commissioning date. Rectified or replaced goods or parts thereof are guaranteed for a further period of two years after the date of rectification or replacement. Insofar as is possible, the Supplier will allow Van Leeuwen to use these goods until the latter has received the replacement goods.
- 11.10** Van Leeuwen is entitled to refuse goods or services that are delivered (i) not on the agreed date, (ii) not in the agreed numbers and/or quantities, (iii) in improper or damaged packaging, (iv) with one or more defects, or (v) without the documentation specified in Article 9.5. The Supplier will accept the financial liability and risk in relation to the return or storage of the goods, without prejudice to Van Leeuwen's right to obtain compensation for losses and expenses incurred as a result of the Supplier's failure to comply with its obligations.

Article 12 – Termination and Withdrawal

- 12.1** The Supplier may (only) terminate the Contract during the relationship in the event of force majeure, as defined in Article 16, and with prior written notice to Van Leeuwen. This prior notice must be communicated as soon as possible upon the occurrence of the force majeure situation.
- 12.2** The Supplier is obliged to limit the loss incurred by Van Leeuwen, as a result of that termination, or to take all adequate measures to prevent it.
- 12.3** Van Leeuwen is entitled to terminate the Contract, in whole or in part and at any time (even during the relationship), without being obliged to pay any compensation. If the Supplier has already incurred costs by virtue of the Contract prior to its termination, Van Leeuwen will compensate those costs to a reasonable extent and insofar as the Supplier can demonstrate the nature and amount of the costs as well as any corresponding expenditure that it has incurred, in a manner that satisfies Van Leeuwen, presenting the respective supporting documentation. In these circumstances, the Supplier will never be entitled to compensation for loss of earnings.
- 12.4** If the Contract is terminated during the relationship, the Supplier is obliged to respect the confidentiality of all information provided to it during the duration of the order, by way of an extension to the confidentiality obligation indicated in Article 21.

Article 13 - Express Termination Clause

- 13.1** Without prejudice to the other cases of termination envisaged by the rules, these general terms and conditions of purchase or the order confirmation, Van Leeuwen will have the right to terminate the contract, in accordance with and for the effects of Art. 1456 of the Italian Civil Code, without this entitling the Supplier to any compensation: (i) if the Supplier requests a moratorium for the payments (or a similar measure in accordance with the applicable law), (ii) if a bankruptcy application or a request for any insolvency proceedings (or a similar measure in accordance with the applicable law) is lodged, in relation to the Supplier, in person or by third parties, (iii) if the Supplier's business is dissolved or liquidated, (iv) if a foreclosure is imposed on the Supplier's assets, (v) if the Supplier's equity reduces, which may reduce the guarantee for its obligations (such as, by way of mere example, the rental/transfer of a business or business branch), (vi) if the Supplier or one of its employees and representatives offers or procures benefits for a person who collaborates in the activity of Van Leeuwen or one of the employees or representatives of the latter.
- 13.2** In the case of termination for the reasons specified above, Van Leeuwen will be entitled to take any measures it considers appropriate and necessary in order to continue to execute the order issued to the Supplier, which may involve hiring third parties, and to recover from the Supplier all losses and expenses incurred in that regard.

Article 14 - Default

- 14.1** In the event of any non-fulfilment of its obligations, in addition to the rights already attributed by these Terms and Conditions, the Supplier will immediately be placed in default, without the need for any more detailed notice of default, and Van Leeuwen will be entitled:
- to terminate the Contract, in accordance with Art. 1454; or
 - to demand systematic respect of the Contract; and/or

- to demand payment of any losses it has incurred and may still incur.

- 14.2** The Supplier will accept financial liability for the costs of all judicial and extra-judicial measures, including the costs of collection and costs of legal assistance, incurred in connection with non-compliance and/or infringement by the Supplier while the latter remains in default.

Article 15 - Penalty

- 15.1** Without prejudice to the provisions of Article 14, if the Supplier is in default, Van Leeuwen will be entitled to a penalty equal to 10% of the total or maximum price envisaged by the Contract, subject to a minimum of EUR 2,500.00 (two thousand five hundred Euros) plus VAT.
- 15.2** The penalty is due to Van Leeuwen without prejudice to all other rights or claims, including:
- its right to cancel the order;
 - its right to demand the fulfilment of the agreed obligation to deliver the goods or perform the services; and
 - its right to demand payment for losses it has actually incurred and may still incur.
- 15.3** Van Leeuwen will have the right to deduct the penalty from any payments that are still to be made, irrespective of whether or not the credit (even if prohibited) has been transferred to third parties.

Article 16 - Force majeure

- 16.1** The Supplier will be obliged to notify Van Leeuwen of the occurrence of a force majeure situation, envisaged by law, as soon as possible but in any event within seven days from the occurrence of the same. Van Leeuwen will then be entitled to terminate the Contract, in accordance with the provisions of Article 12, or, following due consultation with the Supplier, to grant a maximum period of 15 working days in which the Parties will suspend the fulfilment of the agreed obligations, in anticipation of the force majeure situation being resolved. If, after the expiry of the agreed period, the Supplier is still unable to fulfil its obligations, or has failed in its obligations on the basis of these provisions, Van Leeuwen will be entitled to cancel the order with immediate effect, in writing and extra-judicially, without this giving rise to any right to compensation.
- 16.2** The Supplier may only invoke the benefit of force majeure if it has notified Van Leeuwen of the situation in writing and with reasons, as soon as possible but in any event within seven days from the start of the force majeure situation.
- 16.3** The Supplier will not be entitled to invoke the benefit of force majeure if the circumstances giving rise to the force majeure situation occur after it should have completed its performance.
- 16.4** "Force majeure" situations do not include, in any case, the lack of availability of adequately qualified personnel, staff sickness, strikes, work-to-rule actions, delay in delivery or inadequacy or increase of prices of materials or raw materials, or prohibitions on import, export or transit. Similarly, force majeure situations do not include any breaches or non-compliance on the part of third parties hired by the Supplier and/or liquidity or solvency problems affecting the Supplier or any third parties if hired by the same.

Article 17 - Insurance

- 17.1** The Supplier warrants that it is adequately insured and will remain insured, at its own expense and risk, against all relevant risks during the execution of the Contract. The Supplier bears the costs and risk of damage to the Supplier's materials and equipment and that of its suppliers, whether on site at Van Leeuwen or elsewhere.
- 17.2** If requested by Van Leeuwen, the Supplier will immediately allow the policies and evidence of the payment of premiums to be inspected. The Supplier will not terminate the insurance contracts or the conditions under which they were entered into without the prior written consent of Van Leeuwen. In the absence of such consent, the Supplier may not even amend the insured amount to the detriment of Van Leeuwen.
- 17.3** The Supplier hereby assigns, in advance, all claims to insurance payouts as specified in paragraph 1 of this Article, to the extent that they relate to losses for which the Supplier is liable towards Van Leeuwen in accordance with this Contract. Insurance payouts made directly by insurance companies to Van Leeuwen will be deducted from the compensation payable by the Supplier to Van Leeuwen for the insured event.

Article 18 - Licences

- 18.1** The Supplier ensures Van Leeuwen that it will secure and retain all licences in due time, including those

issued by government departments, which are required for the work to be done and the goods to be delivered by the Supplier. The Supplier ensures Van Leeuwen that the items it supplies, under the Contract, are not prohibited under any relevant legislation or regulations.

18.2 The Supplier will be financially liable for all penalties, losses and disbursements arising from or consequent to failure to comply with the obligations specified in paragraph 1 of this Article, and the Supplier will fully indemnify Van Leeuwen from any form of liability towards third parties in that sense.

18.3 The Supplier will be financially liable for all consequences arising from the lack of functioning of the equipment provided by the Supplier or arising from (preparatory) works undertaken by the Supplier incorrectly, including, but not limited to, the purchase of ancillary materials.

Article 19 - Intellectual Property Rights

19.1 Unless otherwise agreed in writing, Van Leeuwen retains the copyrights and all other intellectual property rights (its own or those for which it holds the licence), in relation to any example, calculation, drawing, form, model, matrix, design, working method, opinion and other product of intellect that it has developed and disseminated. These rights remain the property of Van Leeuwen and may not be copied, duplicated, shown to third parties or otherwise used without its explicit permission.

19.2 The Supplier warrants that the supply of goods and/or the use of the services, the sale or its application by Van Leeuwen will not amount to an infringement or unlawful use of the intellectual property rights of third parties, and the Supplier will indemnify Van Leeuwen from any claim by third parties who allege such an infringement of their intellectual property rights.

Article 20 - Transfer of rights and obligations

20.1 The Supplier is not entitled to have the Contract performed by a third party or to transfer the rights and obligations arising from the Contract to a third party or to alienate or burden such rights and obligations (including the transfer of credit) unless it has received prior written consent to do so from Van Leeuwen. Van Leeuwen is entitled to impose conditions on any such consent. If Van Leeuwen grants its consent, the Supplier remains fully liable towards Van Leeuwen. Moreover, the consent only applies to the case for which it was given.

Article 21 - Confidentiality

21.1 The Supplier undertakes to observe confidentiality in relation to all information provided to it in the context of executing the Contract (including but not limited to specifications of materials, models, drawings, diagrams, structures and such like). The Supplier undertakes that it will only use such information in the context of executing the Contract. The Supplier will not disclose such information to third parties, will not copy it other than to the extent necessary to execute the Contract and will not make commercial use of the information.

21.2 The Supplier will ensure that all people working with it comply with the obligation described in the above paragraph.

21.3 The Supplier will not disclose to third parties the existence and/or performance/results or execution of the Contract without the written consent of Van Leeuwen, under penalty of the application of a fine of €10,000 (ten thousand Euros) for each infringement and for each day during which an infringement continues, with any part of a day counting as one full day; that penalty will be payable without judicial intervention, formal warning or notice of default and may not be offset. The foregoing provision is without prejudice to the Supplier's obligation to refrain from the conduct in question or its obligation to pay compensation.

Article 22 - Liability

22.1 The Supplier is liable for all losses incurred by Van Leeuwen or by third parties as a result of a negligent failure by the Supplier to comply with its obligations, of whatever nature; this includes but is not limited to the penalties incurred by Van Leeuwen from its own customers if the Supplier fails to fulfil the Contract or to do so promptly or properly.

22.2 The Supplier indemnifies Van Leeuwen against claims by third parties for compensation of damages based on liability as defined in the above paragraph, except in situations involving intent or gross negligence on the part of Van Leeuwen. Furthermore, when first asked to do so by Van Leeuwen, the Supplier will negotiate a settlement with such third parties or mount a defence in law either in place of or alongside Van Leeuwen, at the discretion of Van Leeuwen, against any such claims.

22.3 For the purposes of applying this Article, members of staff and employees of Van Leeuwen are classified

as third parties.

Article 23 - Indemnity

- 23.1** The Supplier will fully indemnify Van Leeuwen against any form of liability towards third parties that may be incurred by Van Leeuwen in relation to goods delivered or services provided by the Supplier, to the extent that such liability is not incumbent upon Van Leeuwen under these General Terms and Conditions.
- 23.2** The Supplier will also fully indemnify Van Leeuwen in respect of all forms of liability towards third parties that may be incumbent upon Van Leeuwen in relation to (any) infringements of third party intellectual (property) rights, including claims in relation to know-how, unauthorised competition and so on.

Article 24 - Legal claims, applicable law and disputes

- 24.1** All legal relationships between the Parties are governed exclusively by Italian law.
- 24.2** The provisions of the Vienna Convention on the Sale and Purchase of Goods are not applicable, nor are any other existing or future regulations in relation to the purchase of movable tangible property if their impact may be excluded by the Parties.
- 24.3** Any dispute that arises between the parties in relation to the interpretation and execution of the legal relationships to which these general conditions apply will be devolved exclusively to the jurisdiction of the Court of Milan.
- 24.4** If these General Terms and Conditions of sale and delivery are also drafted in a language other than Italian, the Italian version will always prevail in the event of any discrepancies between the versions.