

<p><b>Art. 1 - GENERAL</b></p> <p>a. The present general supply conditions (hereinafter referred as "CGF") regulate future product supply relationships (henceforth also "Products") by MBN Nanomaterialia S.p.A. ("MBN" or the "Supplier") to the customer as identified below (the "Customer"). Any different agreement or integration must be considered invalid and ineffective, unless approved in writing by MBN.</p> <p>b. In case of conflict between the CGF and the order confirmation referred to in art. 2, letter a), the CGF will prevail</p>	<p>b. The Customer will indemnify and hold MBN harmless, at first request, from any consequence of actions that third parties could bring against MBN due to the execution of an Order of Products covered by third parties industrial or intellectual property rights (such as patents, trademarks or models deposited or by any other industrial property right).</p>
<p><b>Art. 2 - ORDERS</b></p> <p>a. The contract ("Order") is considered binding when the Customer receives the confirmation of the Order from MBN.</p> <p>b. MBN recommends that the Customer evaluate the suitability of the products for their specific use or purpose of use and the Customer undertakes to carry out each verification of the case before purchasing and / or using and / or transforming the Product.</p> <p>c. The conditions and prices shown in the Order will be binding for MBN only with the confirmation of the Order formalized by MBN and within the limits of the validity of the Order.</p>	<p><b>Art. 8 – STORAGE OF THE PRODUCT AND PRIOR CHECKS BEFORE THE USE / TRANSFORMATION OF THE PRODUCT</b></p> <p>a. MBN requires the Customer to observe the provisions on the conservation of the Products indicated in the technical data sheets, which the Customer undertakes to strictly observe. In addition, MBN invites the Customer to use the Product - without prejudice to the provisions of these CGF - within six months from the delivery.</p> <p>b. The Parties agree that before using and / or transforming and / or mixing the products sold by MBN with other goods, the Customer is required to verify that the products are in perfect condition, fully compliant with the agreed specifications and free from defects and / or lack of quality.</p>
<p><b>Art. 3 - PRICES</b></p> <p>a. The prices are net of VAT, ex works MBN, unless otherwise agreed between the Parties.</p> <p>b. Prices are subject to the economic conditions applicable on the Order confirmation date.</p>	<p><b>Art. 9 – WARRANTIES AND LIMITATION OF LIABILITY</b></p> <p>a. With reference to the Products supplied, MBN offers to Customer the legal guarantees. In the event that the Products prove to be flawed, do not comply with the specifications agreed in writing, or the quantity of the Products proves to be different from the one agreed, the parties agree that MBN can provide, at its discretion and at its expense, as the only compensation and corrective action against the Customer, to deliver new products or refund that part of the purchase price received corresponding to the quantity of non-compliant products or to the lower weight of those delivered. In any case, the return of goods must be expressly authorized by MBN and must be carried out with intact packaging in their original packaging.</p> <p>b. Any claim regarding alleged defects and / or lack of quality and / or discrepancies in the quantities delivered must be made, under penalty of forfeiture, by the Customer to MBN in writing within 8 days of discovery and in any case before the Product or part of it is used, transformed and / or put into production and MBN must be allowed to verify the existence of the complaints raised by the Customer, viewing and analyzing the delivered Product.</p> <p>c. In any case, the Customer is solely responsible for the suitability of his products and / or the final product (made by mixing the MBN Products with other goods or transforming the MBN Product) for the intended use and their compliance with the laws, regulations and applicable standards, exempting MBN from any liability for the methods of use of the Products.</p> <p>d. The parties agree that MBN will not be liable for slight negligence in the execution of the supplies. In any case, without prejudice to the limits set by mandatory laws, and without prejudice to cases of willful misconduct and gross negligence, MBN's aggregate liability for any damages is limited to the price paid by the Customer for each supply of Products.</p>
<p><b>Art. 4 – TERMS OF DELIVERY AND DELIVERY OF THE PRODUCTS.</b></p> <p>a. The likely delivery terms indicated in the order confirmation start from the order confirmation date by MBN.</p> <p>b. The delivery terms are extended and / or suspended at the request of MBN for any cause independent of its will or outside its control (such as strikes, natural disasters, epidemics etc.) which places MBN in the impossibility or in any case in the difficulty of carrying out the supply and / or arrange for delivery.</p> <p>c. In all cases, even in free shipments, the Products travel at the risk of the Customer who is required to check the Products upon arrival and to forward any complaints to the carrier and to MBN within 8 days of receipt of the Products in case of damage, loss, breakages, etc., deriving from the execution of the transport contract, keeping harmless and indemnifying MBN expressly from any related liability, even if only subsidiary</p>	<p><b>Art. 10 – APPLICABLE LAW AND EXCLUSIVE COMPETENT COURT</b></p>
<p><b>Art. 5 – PAYMENT TERMS</b></p> <p>a. Unless otherwise expressly agreed, payments are net of VAT, without discount, and to be made as soon as the Customer receives the invoice. The invoice will be issued in the terms indicated in the Order.</p> <p>b. MBN will be able to demand payment for all Products for which it has attempted delivery, even if the Customer refuses to accept them.</p>	<p>a. The present CGF, the Orders and contractual relationships between the Parties are governed by the Italian Law.</p> <p>b. The tribunal of Treviso will be exclusively competent to decide on any dispute that may arise between the parties in relation to the interpretation, validity or performance of these CGF, Orders and contractual relationship between the parties.</p>
<p><b>Art. 6 – INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS.</b></p> <p>a. The sale of Products does not entail the transfer to the Customer of MBN's property rights on the technical manufacturing solutions designed for the realization of the Products. The Customer expressly recognizes that MBN's Know-How, relating to the manufacturing technologies of the products supplied, is MBN intellectual and industrial property; therefore, the Customer undertakes not to claim property on such Know-how not to use it or disclose it to third parties.</p>	

**ART. 11 – Information according to Art. 13 of EU Regulation 2016/679 (GDPR)**

According to the EU Regulation 2016/679 (hereinafter referred to as the "Regulation") and to the Italian privacy law ("Privacy Law"), the personal data controller MBN hereby informs the Customer ("the data subject") about the purposes and means by which its personal data will be processed, and the Company's marketing, data transmission and data collection policies.

1. Purposes of data processing - The personal data that the Company already has in its possession or will later be requested will be processed exclusively for the following purposes: fulfilling their contractual obligations; meeting all the obligations required by law;

2. Nature of data provision- Provision of data for the purposes specified in Point 1) is necessary for the performance of the agreement, since without the availability of such data it will be impossible to enter into a contract and purchase the requested products and services. The data subject has the right to withdraw his consent at any time, without affecting the lawfulness of processing based on consent before its withdrawal.

4. Means of data processing and duration of data storage - The data will be processed with the aid of IT systems operated in full conformity to the security measures required by the Privacy Law and Regulation by persons who have the specific task of doing it. In certain cases, hard copies of processed data may be created, but only by persons who have the specific task of doing it and in full conformity to the security measures required by the privacy laws in force. The Company will store the personal data for a maximum period of ten years, consistently with the legal requirements regarding the conservation of documents.

5. Transmission to third parties - The personal data may be transmitted to third parties, both in Italy and other EU Member States, like, for example, the Company's parent, subsidiary, linked or affiliated companies, suppliers of products and services (e.g. IT service suppliers), sales agents, external collaborators, professional consultants (e.g. accountants, lawyers and notaries), bookkeepers, banks, lending institutions, insurance agents, finance companies, factoring and credit recovery firms, and companies providing marketing and advertising services to the Company. In this event the Company will take all the necessary measures to ensure that the third parties comply with the laws governing data privacy.

6. The rights of the data subject - According to Art. 13, clause 2 of the Regulation, the Company hereby informs the data subject of his right to: a) request from the controller access to and rectification or erasure of personal data or restriction of processing concerning the data subject or to object to processing as well as the right to data portability; b) lodge a claim with a supervisory authority.

The data subject may avail himself of the rights indicated above, as well as those provided by Art. 15 and subsequent Articles of the Regulation, and by the Privacy Law, by contacting the data controller at the address above.

Treviso, \_\_\_\_\_

MBN Nanomaterialia S.p.a., in the person of its legal representative

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The Customer (corporate stamp and signature of the legal representative)

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According to articles 1341 e 1342 of the Italian Civil Code, the Customer expressly declares to accept the following clauses: 2) Orders; 4) Terms of delivery and delivery of the Products; 8) Storage of the Products and prior check before the use / transformation of the products; 9) Warranties and Limitation of liability; 10) Applicable law and exclusive competent court.

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The Customer (corporate stamp and signature of the legal representative)