

CANOSSA EVENTS SRL - GENERAL TERMS OF PURCHASE

INTRODUCTION AND TERMS

The following terms are used throughout these General Terms of Purchase (hereinafter **"Terms of Purchase"**), and their meaning is explained below: - **"CANOSSA EVENTS"**: Canossa Events Srl.; - **"Supplier"**: any business, agency or legal entity selling or lending raw materials, semi-processed goods, semi-finished goods, or goods of any nature to CANOSSA EVENTS; - **"Products"**: goods sold to CANOSSA EVENTS; - **"Services"**: any type of service, be it the providing of manual labour or professional or occasional intellectual consulting services provided to CANOSSA EVENTS; - **"Order/s"**: the proposed purchase of Products and/or Services sent by CANOSSA EVENTS to the Supplier; - **"Sale/s"**: a sales contract stipulated between CANOSSA EVENTS and the Supplier, further to the reception by CANOSSA EVENTS of the Supplier's written acceptance of the Order; **"Brands"**: all the brands owned by, or under licence to, CANOSSA EVENTS; - **"Intellectual Property Rights"**: the intellectual and industrial property rights owned by CANOSSA EVENTS, including, and with no restrictions whatsoever, rights associated with: patents for inventions, drawings or models, utility models, Brands, know-how, technical specifications, data, whether said rights have been registered or not, or any other application or registration of said rights and any other right or form of protection of a similar nature or having equivalent effect.

ARTICLE 1 – PROPOSAL AND ACCEPTANCE

1.1. The Supplier has 5 (five) days from the issue date of the Order to accept in writing or 5 (five) days from the issue date of the Order to accept in tacit form; in any case, once the Supplier starts to execute the Order, this indicates that the Supplier has accepted the Order along with these General Terms of Purchase.

1.2. Any amendment to these General Terms of Purchase is subject to the written approval of CANOSSA EVENTS.

ARTICLE 2 – OBLIGATIONS AND FULFILMENT

2.1. The Supplier must execute the Order according to the terms stipulated in these General Terms of Purchase. The Supplier must give CANOSSA EVENTS any information requested by CANOSSA EVENTS relating to the Supply, and also inform the same without delay if, at any time, the Supplier is unable or delayed, or becomes aware of any circumstance that may result in a situation making him unable or cause a delay in the execution of any part of the Supply.

2.2. CANOSSA EVENTS reserves the right to amend the Order at any time. Any such amendment will be notified by issuing a modified Order in writing, to be approved as described in article 1 above.

2.3. Suppliers offering catering services hereby confirm they avail of a suitable organisation and have the administrative and hygiene-sanitary licenses required to produce and serve hot and cold food, and agree to show such licenses to CANOSSA EVENTS if so requested.

2.4. The Supplier may not transfer, sell, sub-supply or outsource all or part of the Order without obtaining prior approval in writing from CANOSSA EVENTS and without the written approval of the transferee, buyer or sub-supplier (as applicable) of the General Terms of Purchase and of all other instructions stipulated in the Order. The Supplier is not released from any of the responsibilities and obligations stipulated in the Order even if the transfer is accepted by CANOSSA EVENTS and/or the subcontractor.

ARTICLE 3 - DELIVERY

3.1. The Supplies must be delivered DDP - Delivered Duty Paid – to the address stated in the Order. The ownership of the Supply will be transferred when delivery is taken at the address indicated in the Order. The risks associated with the Supply will be transferred to CANOSSA EVENTS when delivery is taken according to the delivery terms indicated above.

3.2. The delivery will be perfected when the Supplier has delivered the goods (according to the description, quality and quantity) to the address indicated in the Order. For all deliveries by the Supplier, the Supplier must produce a shipping document containing the same information as the invoice except for the price. The Order will be considered fulfilled when: (i) all the Supplies have been delivered and/or supplied according to the instructions in the Order and have been approved by CANOSSA EVENTS; (ii) all the documents stipulated in the Order and/or all the documents and certificates required for the implementation and maintenance of the Supplies in accordance with current standards, have been received and approved by CANOSSA EVENTS.

3.3. The Supplies must be delivered on the date indicated in the Order. Partial or early deliveries are only allowed if previously approved by CANOSSA EVENTS in writing.

ARTICLE 4 – DELIVERY PROGRAMME – PENALTIES FOR DELAYS

Should the Supplier fail to honour the delivery schedule but CANOSSA EVENTS decides not to cancel the Order, CANOSSA EVENTS may demand the Supplier pay a penalty, without the need for prior notice, for an amount that is the equivalent of 1% of the Order value, excluding tax, for every day delayed, up to a maximum of 10% of the Order value for each episode. This will be settled by compensating the amount of the penalties due and any amounts still outstanding to be paid to the

Supplier by CANOSSA EVENTS, whether said amounts are due or not at the time of the compensation. Notwithstanding the above, CANOSSA EVENTS may claim further damages, even if the penalty for delayed delivery has been applied and settled.

ARTICLE 5 – PARTIAL DELIVERY – NON-COMPLIANT DELIVERY

5.1. Should the Supplier only deliver a part of the Order, or should only a part of the delivery comply with the Order, CANOSSA EVENTS may decide to apply the provisions in Article 4 limited to those parts of the Order that were not delivered or fail to comply with the Order.

5.2. For cases of partial or non-compliant deliveries, the provisions in this clause are notwithstanding the right of CANOSSA EVENTS to : (i) terminate the Order in full based on the provisions in Article 16; (ii) claim for any damages, loss, costs or expenses sustained as a result of the breach on the part of the Supplier; and/or (iii) demand the application of the penalty calculated on the total value of the Order, excluding taxes.

ARTICLE 6 – THE SUPPLIER’S OBLIGATIONS PRIOR TO SHIPMENT

6.1. The Supplier will give CANOSSA EVENTS, or the persons indicated by CANOSSA EVENTS, free access to its premises or to the premises of the subcontractor/sub supplier, or to any other place where operations take place that are associated with the Order, with the purpose of enabling the verification of the status of the execution of the Order and its progress.

6.2. The Supplier retains full responsibility for his employees or for any persons appointed by the Supplier should they be required to work at the premises of CANOSSA EVENTS for the purpose of executing the obligations associated with the Order, or at the premises of any of the customers of CANOSSA EVENTS, or at any location indicated by CANOSSA EVENTS in the Order.

ARTICLE 7 – PACKING – TRANSPORT

7.1. The Supplier is responsible for packing the Supplies and for checking that the Supplies are assembled, packed and protected appropriately.

7.2. The Supplier must draw up an inventory for each shipment. The inventory must contain all the necessary details enabling the identification of the packages and their content (details of the Order, type and quantity of the supplies, name of the shipping agent, details of the shipment) as instructed in the Order.

7.3. Should the Supplies be damaged during storage, transport, delivery or prior to their acceptance, the Supplier agrees to source and supply identical replacements for each damaged or misplaced element, at his own risk and expense, within the deadlines specified in the delivery schedule.

CANOSSA EVENTS may decide to (a) withdraw from the Order without notice or indemnity; (b) reject the Supplies; (c) withhold payment in full or in part, notwithstanding its legal rights or remedies for such breach.

ARTICLE 8 – PRICES

The Prices indicated in the Order are all-inclusive, fixed and not subject to review, after the deduction of discounts, and include (without exception): Taxes, storage, packing, insurance, customs duty, and transport paid to the delivery address. The currency of the amounts stated in the Order is also the currency of the payment. The prices are not subject to any form of review to reflect changes in the rate of exchange.

ARTICLE 9 – INVOICES

9.1. The Supplier will issue an invoice within the same month as the shipment of the Order, to be sent to CANOSSA EVENTS at the address indicated in the Order.

9.2. Invoices must be accompanied by the documents proving the Order was executed correctly, and must contain:

- All references, the name of the job, the number and date of the Order; □A complete description of the Supplies, in addition to the number and date of the delivery note for the shipment, if issued; □The price of the Supplies, excluding tax, the amount of the VAT, taxes, insurance and customs duty, as well as the price including taxes and any discount applicable;
- The date when payment is due for application of Article 10 below; and, in general, all information to be stated in the invoice for compliance with current legal requirements.
- The bank details needed to arrange payment.

9.3. The invoices must be sent to CANOSSA EVENTS in an electronic PDF format (no scanned documents allowed) to the email address notified to the Supplier, or the original paper document may be sent by Registered Letter with confirmation of receipt to the address notified to the Supplier by CANOSSA EVENTS. **9.4.** CANOSSA EVENTS reserves the right to refuse any invoices that contain errors of substance and/or form.

ARTICLE 10 – PAYMENT

10.1. Unless the Order contains different instructions, and on condition that the provisions in the Order have been fulfilled correctly, invoices complying with the instructions in Article 9 above will be settled within 60 days of receipt.

10.2. CANOSSA EVENTS has the right to deduct any amount that the Supplier owes to CANOSSA EVENTS, on account of the Order or for any other title, from any invoice.

10.3. Payment by CANOSSA EVENTS of the price determined in the contract for the supplies delivered does not constitute acceptance of the same and does not release the Supplier of his responsibilities and obligations. **ARTICLE**

11 – GUARANTEE

11.1. The Supplier gives his guarantee to CANOSSA EVENTS that the Supplies (i) comply fully with the expectations in the Order, with the specifications, designs and the relative documentation; (ii) comply with good industrial practice and any applicable standards, and with applicable regulations (including any export regulations); (iii) are free from any defect in their design, materials, workmanship, construction or installation; and (iv) are new and suited to the intended purpose of CANOSSA EVENTS.

11.2. The Guarantee will have a minimum duration of two years, starting from the date when the Supplies enter operation (Article 13).

11.3. The Supplier agrees to replace any faulty part of the Supplies promptly and at no charge. According to the terms of the contractual Guarantee or any other guarantee provided by law, any part replaced will be subject to the same guarantee clause in this Article 11. The costs for returning faulty parts to the Supplier will be met by the Supplier. The Supplier agrees to supply spare parts and any other part that may be requested throughout the entire operation of the Supplies. Should the Supplier fail to remedy any fault or non-conformity promptly, CANOSSA EVENTS may take all necessary action to remedy this and any costs borne will be met by the Supplier.

11.4. The period of the Guarantee will be extended for the full duration when the Supplies are not in service, starting from the date when CANOSSA EVENTS notifies the Supplier with the request to take action to remedy the fault or non-conformity until the date when the Supplies in question go back into service. If a fundamental or main part of an element of the Supplies needs repairing or replacing during the period of the Guarantee, the extension and renewal of the Guarantee will apply to the entirety of this element of the Supplies.

ARTICLE 12 – RESPONSIBILITY AND INSURANCE

12.1. The Supplier is liable towards CANOSSA EVENTS and any third party, and must release CANOSSA EVENTS of any responsibility for any loss, damage, cost and charge of any nature (be it for direct, indirect, material, immaterial, physical or economic damage, suffered by CANOSSA EVENTS, by the Supplier, or by any third party), deriving from the Supplier's failure to honour the obligations stipulated in the Order, by tort or default. The Supplier will be responsible for any consequences of such default, even if they are attributed to his directors, administrators, agents, subcontractors and/or suppliers.

12.2. The Supplier must take out the type of insurance cover for the amounts required in applicable regulations and according to normal practice in this field, including, but not limited to, insurance covering the civil liability of employees and of the employer for accidents at work, insurance covering civil liability or the liability of the manufacturer, and insurance for damage to property or injury. The Supplier must (i) nominate and maintain CANOSSA EVENTS as the additional insured party in relation to said insurance policies and (ii) give CANOSSA EVENTS the insurance certificates proving said cover in the policies, the insurers, policy numbers, the types and levels of cover, within seven (7) days of receiving the written request from CANOSSA EVENTS.

ARTICLE 13 – COMMISSIONING

Should the Order specify that the Supplier (or third party under the control of the Supplier) is to handle the assembly and/or commissioning of the Supplies, the parties agree that said operations will include all services necessary so the Supplies may operate correctly according to the provisions in the Order and with the demands of the Buyer, and will include all services and performance tests required by the Buyer or by the end customer so that the Supplies can enter commercial service.

ARTICLE 14 – CONFIDENTIALITY

14.1. Any drawing, documentation, know-how or information of any nature provided by CANOSSA EVENTS to the Supplier, during negotiations and execution of the Order (referred collectively as "Information") is confidential and will remain the property of CANOSSA EVENTS and must be returned to the same when the Order is terminated or fulfilled. The Supplier may not use any Information for any other purpose than the execution of the Order, unless the Supplier has received prior authorisation in writing from CANOSSA EVENTS. The Supplier must consider said Information to be strictly

confidential and may not make it public or communicate said Information to any third party, or use the Information directly or indirectly, in part or in full, before, during, or after the execution of the Order

14.2. Information relating to the Supplies that the Supplier provides to CANOSSA EVENTS with regard to the Order, may be considered not confidential.

ARTICLE 15 – INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

15.1 All the models, drawings, tools or other items covered by intellectual and/or industrial property, which may be sent by CANOSSA EVENTS to the Supplier for the execution of the Order, will remain the exclusive property of CANOSSA EVENTS and must be returned to the same after the order has been fulfilled or should the Order be terminated for any reason whatsoever.

15.2. Reproduction of these elements, or the production of an identical tool, is strictly prohibited, unless CANOSSA EVENTS has specifically authorised this in writing.

15.3. The Supplier irrevocably transfers to CANOSSA EVENTS any right, title and interest, in any part of the world, any know-how, industrial secret, idea, technical information, drawing, model, trade mark, formula, process, device, tool, manufacturing technique, software programme, code, manual or other work susceptible to protection by copyright or patent, which jointly or severally were conceived, produced, used or learnt by the Supplier during any work executed on behalf of CANOSSA EVENTS.

15.4. The Supplier guarantees that the Supplies will not infringe the rights of any third parties and that the Supplier owns all the necessary licences, authorisations and permits for the production and delivery of the Supplies according to the Order and that the use of the Supplies by CANOSSA EVENTS and by its customers does not constitute any form of infringement of the intellectual property rights of any third party. The Supplier will defend, release and indemnify CANOSSA EVENTS in full against any claim, loss, damage, cost or other charge suffered by third parties in connection with the supply to CANOSSA EVENTS.

ARTICLE 16 – TERMINATION AND WITHDRAWAL

16.1. Should the Supplier be in breach of any obligation stipulated in the Order, or should the Supplier be unable to fulfil his debts, or declare he is insolvent, or bankruptcy proceedings of any degree are brought against him, CANOSSA EVENTS may withdraw from the Order immediately by sending formal notice in writing. Said withdrawal is without prejudice to the rights and remedies in favour of CANOSSA EVENTS.

16.2. During the execution of the Order, CANOSSA EVENTS has the right to unilaterally terminate all or part of the Order, with no obligation to justify his action. Further to said termination, the Parties will agree compensation in favour of the Supplier based on the direct costs that are the direct consequence of the termination, and these must be indicated by the Supplier within 30 days of the notice of termination. CANOSSA EVENTS is not liable for any loss in profit or lost opportunity suffered by the Supplier, or for other losses and/or costs deriving in any way from or associated with the termination of the Order.

ARTICLE 17 - SUSPENSION

CANOSSA EVENTS reserves the right to suspend the execution of the Order at any time. The suspension will come into effect when CANOSSA EVENTS sends written notice to the Supplier. During the suspension period, any obligation relating to the Order will be suspended, except for obligations concerning confidentiality and intellectual property rights. During the suspension period, the Supplier will be responsible for the safekeeping of the Supplies. Should the suspension continue for more than 3 months for any reason not associated with force majeure or a breach committed by the Supplier, the Supplier will have the right to claim for compensation for any additional costs (with written documentation) borne by the Supplier as a result of the suspension.

ARTICLE 18 – INSPECTIONS AND CONTROLS

CANOSSA EVENTS reserves the right to carry out, alone or together with the end customer (or their representatives), inspections and controls of the Supplies prior to their shipment and during the production process, and to observe the production process at any time. Should the results of said inspection or verification give CANOSSA EVENTS reason to believe that the products do not, or will not, comply with any one of the guarantees offered by the Supplier to CANOSSA EVENTS based on Article 11, CANOSSA EVENTS will notify the Supplier within seven (7) days of the inspection or control, and the Supplier must immediately adopt (without any cost or charge to CANOSSA EVENTS) all the necessary actions to assure the conformity of the Supplies. CANOSSA EVENTS has the right to request and attend additional tests, controls and inspections.

ARTICLE 19 – SAFETY, HEALTH AND ENVIRONMENT

19.1. The Supplier guarantees that the Supplies are made and delivered in full compliance of the applicable regulations relating to health, safety at work and the environment, that are in force at the time of the delivery. The Supplier must honour and comply with all the provisions and requisites ordered by the EU and any other law and standard relating to the packing, labelling, transport and disposal of either hazardous substances or electronic devices. Hazardous substances must be marked by the Supplier with the international Hazard Symbol/s and must state the name of the substance in English and in the local language, if necessary. The transport and other documents must include the hazard statement and the name of the substance in English and in the local language, if necessary. Said goods must be accompanied by emergency information in English in the form of written instructions, labels or markings. The Supplier must obtain and attach the "CE" mark on all goods as required by any law or regulation and will provide the Declarations of Conformity as required. The Supplier will notify CANOSSA EVENTS without delay with regard to any information known by the Supplier or that is available to him, within reason, with regard to any real or potential danger in the transport, management or use of goods that must be supplied by the Supplier or in relation to the provision of services.

19.2. The Supplier is liable for any damage to the environment or to health and safety at work caused by the Supplies, whether they comply with current regulations or not. The Supplier agrees to compensate CANOSSA EVENTS for any loss, damage, cost or expense connected to the damage to the environment or to health and safety at work. The Supplier will bear all the material, immaterial and financial consequences deriving from any damage of this nature, including the cost of replacing the Supplies.

ARTICLE 20 - JURISDICTION- APPLICABLE LAW

Any dispute on account of the Order, or linked to it, including any questions relating to its existence, validity or termination, will be submitted to the exclusive jurisdiction of the Italian Court; the Court at the place where CANOSSA EVENTS is based will have exclusive jurisdiction. The Order is subject to Italian Law, with the exclusion of the Vienna Convention on Contracts for the International Sale of Goods.

ARTICLE 21 – GENERAL PROVISIONS

21.1. Should any competent court consider any clause in the Order to be invalid, unlawful or ineffective for any reason, said clause must be excluded and the remaining clauses of the Order will remain effective and binding in full, also should the Order should be executed complete with the clause deemed invalid, unlawful or ineffective that has been eliminated.

21.2. No waiver of the rights deriving from any of the infringements to the Order, by any of the parties, will be considered a waiver in case of subsequent infringements of the same or other provisions.

21.3. Any communication to be shared by one party with the other during the execution of the Order must be notified in writing and must be addressed to the other party at the registered premises, executive offices or any other address indicated by the other party at the due moment as the address where notifications must be sent.

21.4. The Order and its attachments constitute the entire agreement between the parties, and takes precedence over all preceding contracts, declarations and agreements by and between the parties in relation to the materials in the Order. The Order also takes precedence over any non- conform provision contained in any earlier or subsequent, applicable purchase order that regards the same material in the Order.

21.5. The parties do not intend for any provision in the Order to be binding for any subject that is not party to this Order.

21.6 These General Terms of Purchase consist of four pages. END OF THE DOCUMENT