

## **UMBRA GROUP S.p.A. Purchasing Terms and Conditions**

### **I. Acceptance of agreement**

1. All supply relationship between UMBRAGROUP S.p.A (hitherto “Umbra”) and the Supplier, thus including those concluded via information technology means or through the Parties’ conclusive behaviour, will be based on – besides the terms specifically indicated each time in the Umbra Purchase Order – these General Supply Conditions which the Supplier hereby states that it is aware of and fully accepts with no exceptions. Any other legal relations between Supplier and Umbra are also exclusively subject to these Conditions.
2. It is specifically excluded that any Supplier general agreement terms be applied in purchase/supply relations with Umbra. Umbra does not accept Supplier terms and conditions nor terms printed or added to the Purchase Order terms, unless it provides formal written acceptance. Conditions drawn up by the Supplier as well as any other agreement will only be applicable if in writing. In no way is acceptance or even payment of goods or services to be considered acknowledgement or implicit confirmation of Supplier terms.
3. All relations disciplined by the present General Supply Conditions, Purchasing Agreements and all their amendments, unilateral agreements, declarations concerning agreement terms and all other declarations or notices are disciplined by Italian law as defined by the Civil Code.
4. Umbra reserves the right to revoke and consider the Purchase Order null until it receives written acceptance or confirmation of the Order itself. If Umbra has not received written acceptance or confirmation of the Order from the Supplier within 14 calendar days of its issuing date, execution of said order by the Supplier will be intended, in any case, as acceptance of the terms in the Order, of these General Conditions and of the Suppliers’ Quality Manual.
5. No Purchase Order shall be considered valid unless signed by an Umbra representative.
6. Order confirmation must contain for each contractual item at least: price, quantity and delivery date.

### **II. Definitions**

1. In the context of these General Conditions, these expressions will have the following meanings:

“Contractual Goods” are any product or service in an Umbra Purchase Order. “Conformity to agreement” or “Conforming to Agreement”, with reference to the Contractual Goods, must mean:

- Presence of all specifications, qualities and skills indicated or mentioned in the Purchase Order, as well as, in any case, all those complying with the law; and:
- Suitability for destined use and/or result given or mentioned in the Purchase Order and, in any case, what is normally expected for Contractual Goods of that kind; and:
- Contractual Goods and processes for their development and/or production conforming to all drawings, production cycles, technical specifications and standards, models, provisions supplied and indicated by Umbra as well as legal provisions thus including those applicable for safety protection, health and the environment; and
- Absence of any other flaw or Defect.

By “Defect” or “Defective, it is intended any Contractual Goods non conforming to one or more points in the “Conformity to Agreement” listed above.

### **III. Contractual Obligations and Amendments**

1. The Supplier assumes all liabilities towards Umbra for all obligations deriving from the Purchase Order
2. The Supplier must ascertain that, over an adequate time period, it has obtained all the information needed to fulfil deliveries and contractual obligations.
3. The Purchase Order and/or its execution can in no way be transferred by the Supplier, not even partially.
4. The Supplier guarantees that the Contractual Goods include all services required for correct, safe and economical use; it also guarantees that Contractual Goods are suited to the use they are designed for and adhere to state of the art requirements and that during development, all tests, controls and homologation required to check, certify and guarantee Contractual Goods’ Conformity to Agreement were carried out. The Supplier undertakes to supply Umbra, if requested in the Purchase Order, with opportune written certification of the above.
5. The Supplier guarantees that it treats its employees with dignity and respect, avoiding any form, even indirect, of physical or moral violence; that it applies legal and pay conditions that are no lower than those in the collective labour contracts in force in the period of time and place the activities are carried out in; that it pays all insurance, welfare and any other cost, in compliance with the laws, regulations and any other standards in force in the place of activity; that it does not use any person under the age limit set by the laws in force in Country the work is carried out in, either directly or indirectly, to do the activities; that it does not use forced labour carried out by people under threat of a penalty of any kind and who did not offer themselves spontaneously (prisoners, etc.); that it guarantees a healthy, safe work environment and that it applies the laws in force where the activity takes place to prevent accidents and damage to health and environment occurring during work on the order or resulting from it. Umbra has the right to carry out any control and monitoring to check that the obligations in

this paragraph are met both by the Supplier and by any sub suppliers and to terminate the agreement immediately if there should be any violations.

6. When transporting and delivering the Contractual Goods, the Supplier will observe all laws in force on the subject, in particular those regarding the transport of dangerous goods and materials, environmental protection and accident prevention. Furthermore, the Supplier will comply to specific universally acknowledged legislation concerning medicine and labour safety, like our company standards. The Supplier must also inform us of all government and/or international permits and requirements that could have been requested to import and use the articles transported.
7. Umbra is hereby authorised to request amendments from the Supplier in the design and manufacturing of the Contractual Goods supplied, as long as the supplier can be informed in advance to reasonably satisfy said requests in the time period required. The Supplier will make said changes over a reasonable period of time. As a result of said changes, mutually approved agreements will be prepared, in particular concerning reduced or supplementary costs and changed delivery dates. If the agreement, for what concerns the above, cannot be reached within a reasonable period of time, we will decide, discretionally, on relative consequences.
8. The Supplier must guarantee, for a period of ten (10) years following the end of the supply relationship and based on reasonable terms and conditions, that it can offer the Contractual Goods in the supply.
9. Material obsolescence notification for Electronic Parts only:  
The Supplier shall notify the Buyer regarding part or material obsolescence with an expectation to notify the Buyer at least eight months prior to the last date an order will be accepted, with the option to schedule delivery out a minimum of six months after the last order date.

#### **IV. Prices/Payments**

1. Prices given in the Order are fixed and invariable for the entire Purchase Order validity period. These are also extended to open orders.
2. Unless established otherwise, payment will take place based on the relative Purchase Order terms. Payment will be by bank transfer.  
The payment expiry date is calculated:
  - From the end of the service supplied in compliance with the Order agreement and
  - From receipt of relative, controlled invoice.If the goods invoiced are received after the invoice issuing date, the goods reception date will be considered in place of the invoice issuing one.

If a delivery should be received and accepted before the date agreed on, the payment period will be calculated from the agreed on delivery date.

3. Invoices must be made out to:

UMBRA GROUP S.p.A.  
Zona Industriale, Località Paciana  
06034 Foligno (PG) – Italy  
VAT 02016930543

And must peremptorily include:

- Complete bank details (Current account number, Bank code, Branch code, CIN IBAN, BIC) for the Supplier;
- Relative Umbra Purchase Order number (also to be included in the accompanying delivery bill), part number reference, description and number of items, unit and total prices, measurement unit
- Transport Document number.

Incomplete or incorrect invoices will not be processed with no liability for Umbra over the delay in respective payment.

4. The Supplier is not authorised to transfer, in any way, a payment due from Umbra or credit deriving from supplies to third parties and to have said payment collected by third parties.
5. Quotes, tests and samples are exempt from payment and are not binding for further Orders.
6. If there are no explicit agreements, no economic acknowledgements are guaranteed on quotes, projects, visits etc.
7. Umbra will have the faculty to suspend, as a precaution, payment of what it owes to the Supplier up to balancing any amounts owed to Umbra by the Supplier as penalties or other, that is until definition of items not yet accepted by the Supplier and with no prejudice to extinction through compensation or other payment once said items have been defined.
8. payment of invoices does not constitute implicit acceptance of Contractual Goods.

## V. Delivery Terms

1. In the absence of any other explicit agreement, the final destination for fulfilment of all deliveries and services is the one specified in the Purchase Order.
2. For each order, Umbra provisions re means of transport and place of delivery contained in the Order itself based on the most recent Incoterms version and in a place established by Umbra;

unless agreed on otherwise, returns conditions will include packaging, protection and custody of goods.

3. Each shipment must include a delivery bill or note in two copies listing number of boxes, weights, items, descriptions, measurement unit, quantities, Umbra Order Number, Supplier name, shipping date. If any of this information should be missing, resulting delays in acceptance of Goods will be fully due to the Supplier and said Goods will be considered as Non Conforming to Agreement. Umbra will also be authorised not to accept Goods that are not accompanied by delivery bills or notes complete with all the above data.
4. Umbra or the receiver indicated by Umbra has to be given at least 24 hours notice of the foreseen shipping date or of Goods available for collection from the place established.
5. Delivery of Goods must peremptorily be between 7:00 and 17:00 on working days. Any delivery made outside these times can be refused.
6. The Supplier will give Umbra or the receiver indicated by Umbra due warning of size, weight and volume of the foreseen shipment.
7. When drafting shipping documents, the Supplier must supply, where foreseen, all information required for correct, fast customs clearance.

The Supplier guarantees that any statement and information supplied re Goods importation is true and exact. If any fraudulent, incorrect statements should be made concerning the shipment or anything contained therein, any civil and/or penal proceedings will be fully Supplier's liability. The Supplier also accepts to indemnify and protect Umbra against any claim that could be made due to information supplied and to pay any sum that could be charged to manage said claims. Any customs fine, storage charges or other expense that Umbra could incur due to customs actions or by other government authorities due to the Supplier not presenting suitable documentation and/or not obtaining licences or permits required will be charged to the Supplier.

8. Goods must be packaged and protected in the normal way and in particular in compliance with provisions given in the Umbra Supplier Quality Manual. Umbra will be authorised to instruct the Supplier on packaging type and method.
9. The Supplier, where foreseen in the Purchase Order returns conditions, has to pay damages causing any delay, loss or damage due to shipping and transferring the Goods.
10. Shelf life precautions for electronic parts:
  - On the shipment date, the item must have 75% or greater shelf life remaining. If there is no shelf life information available, then the items manufacturing date should not be more than two years old.
  - All lots must be segregated and identified to maintain batch and or lot number and cure date.

11. The Supplier guarantees quantitative conformity of goods delivered, both for quantity agreed on and for what is declared in the shipping documents. We hereby decline any liability for the immediate discovery of any Defects on Goods supplied in excess or in advance of contractual terms, even if said Goods should have been temporarily accepted by our warehouses. If there should be a quantitative non conformity in Contractual Goods compared to the delivery program agreed on or what is requested in the Purchase order, Umbra, with no prejudice to rights foreseen by point VI. 4., can do the following:
- Refuse any shipment/service quantities that are in excess or, at its discretion, the entire shipment/service that is lacking or in excess, with the faculty, where the Supplier does not withdraw it immediately, to send goods backs at the Supplier's expense and risk;
  - Expect the Supplier to immediately supply the missing shipment/service, as it is understood that any extra charge or expense for urgent integration of what is missing will be exclusively Supplier liability.

Umbra claims to exercise the faculty in this point must be communicated to the Supplier within 30 calendar days of delivery reception.

12. Partial deliveries can only be accepted with explicit agreements.
13. If the packaging supplied has been invoiced and can be recycled, if returned 100% of the invoiced value will be re-credited by the Supplier issuing a credit note.
14. A drop shipment is a delivery made to a designated Supplier to satisfy a Purchase Order placed with another Supplier. Prior to the Drop Shipment the Supplier shall ensure that the hardware:
- Meets all Purchase Order requirements (e.g., T&Cs, engineering drawing, Manufacturing Operations & Tooling [MOT] or maintenance technical data, supplier quality manual requirements)

The Supplier cannot drop ship if the hardware:

- Is a sample
- First Article Inspection Report (FAIR) has not been completed
- Is a research part

Immediately upon Shipment of Hardware the Supplier shall forward the following to the Umbra Buyer:

- A shipping receipt with reference to the Umbra supplier.
- Copy of packing slip, including Umbra Purchase Order number, release, and part number
- All required identifications for traceability (i.e., inspection certificates, physical/chemical test reports)
- A copy of the common carrier prepaid (third-party billing to Umbra) freight bill

- Bill of lading

## **VI. Delivery dates**

1. Delivery terms confirmed and agreed on are mandatory
2. The delivery date or term requirement will be considered as satisfied if Umbra or the receiver decided on by our company has received the Contractual Goods on the date and in the place agreed on.
3. The Supplier, as soon as he becomes aware of it, must inform Umbra in writing of any delivery delay. The Supplier must also give reasons for said delay and the new delivery date. If the reason is beyond the Supplier's control (see point XI), the Supplier can only invoke said reason if it has fulfilled the relative due notice obligation indicated herein.
4. If, for any reason, delivery/service of Contractual Goods should not meet the terms set not for force majeure motives (see point XI), Umbra, with no prejudice to its right to claim damages, can choose one of the following, also cumulative, options:
  - Demand immediate execution of the Order, fully or partially, and charge the Supplier a conventional penalty, unless established otherwise in the Purchase Order, amounting to 0.5% of the value ordered and not delivered for every week's delay (or part of it) for the first 2 weeks, to 1.5% of order value not delivered for each week's delay (or part of it) following the 2<sup>nd</sup> week up to a maximum of 10% of order value not delivered.

This contractual penalty agreement will not influence any possible legal action caused by delivery delays that Umbra reserves the right to bring. Payment of contractual penalties can only partially compensate any Umbra requests for damages. Said contractual penalties can be requested till the invoice payment date for the delayed goods; in addition or alternatively:
  - Get said non delivered goods/service Contractual Goods from other Suppliers of its choice, fully or partially, by the term indicated in the Purchase Order, at the Supplier's expense and risk; in this case, any supply cost differences will be the liability of the defaulting supplier. The greater expense incurred by Umbra for off- standard assembly or processing done with exceptional means, due to said delays and Defects, will be charged to the Supplier; in addition or alternatively:
  - Terminate the contractual relationship immediately, fully in compliance with art. 1456 of the Civil code, just simply informing the Supplier in writing.

If the goods are delivered before the date set, Umbra reserves the right to return said goods at the Supplier's expense. If the goods delivered early are not accepted, they will be stored at the Supplier's risk and expense till the delivery term agreed on. For relative payment, please refer to point IV.2.

## **VII. Confidential Information**

### **1. The Supplier:**

- Must keep all information strictly confidential, including, with no limits, drawings, documents, communications, know-how, samples, production devices, models, equipment, (collectively called “information”),
- It cannot make said information available for third parties (sub-suppliers included) without Umbra’s written consent and
- It cannot use said information for purposes differing from those agreed on with Umbra.

These obligations are also applied, with no limits, to copies and duplicates except in the case of having to fulfil legal obligations or public authority requests that cannot legitimately be refused.

This confidentiality obligation is not applied to information:

- That the Supplier had already obtained legitimately when it was not subject to any confidentiality obligation
  - That the Supplier obtains legitimately at a later date without being obliged to maintain said information confidential,
  - That is or has become generally known without foreseeing any contract violation by one of the two parties,
  - For independent use that the Supplier has been given permission for.
2. The Supplier cannot advertise this supply relationship without prior written consent from Umbra. Umbra reserves all other rights (such as copyright) to information. Copies and duplicates of information can only be made with prior written consent from Umbra. All rights on copies passes to Umbra at the time said copies are made.
  3. The Supplier agrees to keep, at its own expense, all documents and other items, including copies, made available for the Supplier, in perfect condition, to insure their value and return them or destroy them at Umbra’s request. The supplier has no right to keep said objects or their non authorised copies. The Supplier must confirm restitution or complete destruction of the relative object in writing.
  4. If the Supplier should not comply with one of the obligations in points VII.1, VII.2, VII. 3, above, a contractual penalty of Euro 250,000 will be due to Umbra for each single non respected obligation. However, the Supplier maintains the right to have said penalty decided on by a legal decision. Any damages or legal actions will be compensated only partially by payment of said contractual penalty.

## **VIII. Control/Guarantee/Management of Non Conforming Goods**

1. Umbra's policy is to only use parts that completely, fully meet its requirements. Consequently, if any non conforming aspects are found, Umbra will take all the necessary actions to make sure these parts are not used in its products.

### **2. Supplier Responsibility**

- 2.1. The Supplier will control and is always responsible for the quality of Goods or Services supplied
- 2.2. According to art. 1490 of the Civil Code, the Supplier guarantees that Contractual Goods delivered/supplied are fully Conforming to Agreement and free from Defects, for a total period of 12 months from delivery.  
Unless there are any mandatory laws stating otherwise, the Supplier is responsible for Defects occurring within 12 months of the delivery or acceptance date, if said acceptance is requested as a legal or agreement aspect.
- 2.3. The Supplier is responsible for all damages, costs and expense arising, directly or indirectly, from defects.
- 2.4. If just one part of a shipment should be found to be Defective, the Supplier will be responsible for costs to control the Contractual Goods received going beyond normal control standards. The preceding point also applies to full or partial control of the next shipment.
- 2.5. If the Supplier uses third parties to supply services, the Supplier will be considered responsible for said third parties as well as for any other person/company used to fulfil a contractual obligation.
- 2.6. All the preceding points are applicable when no negligence can be attributable to Umbra in storing, using, handling the defective Goods.
- 2.7. The Supplier is responsible for activities foreseen by point 4.3 in the Supplier Quality Requirements Manual according to the last edition distributed online.

### **3. Control of Contractual Goods and Communication of Defects**

- 3.1 Product control must be carried out as defined in the Umbra control procedures given in the Supplier Quality Requirements Manual according to the last edition distributed online
- 3.2 Changes to previously established contractual conditions require prior written consent from Umbra.  
If the Supplier has any doubts on any aspect of the supply requested, this must be communicated in writing immediately.
- 3.3 The Supplier must keep written recordings of all goods delivered; said data must include when, how and by whom the goods delivered where declared exempt of any Defects. Unless contractual requirements established by Umbra customers or formal agreements are different, these recordings must be kept in compliance with the layout given in point

3.15 of the Supplier Quality Requirements Manual and can be requested by Umbra at any time. The Supplier will thus consequently oblige its sub-suppliers to do the same.

3.4 Umbra will check the goods received immediately, just checking apparent external Defects and differences visible externally when identifying the product or in the volume/quantity. Umbra will send written communication to the Supplier of any Defects found as soon as possible. Umbra control will carry out a percentage check of goods delivered. Once a Defect has been found, Umbra will be authorised to return the entire lot or shipment. Umbra reserves the right to carry out supplementary controls on goods received.

3.5 For Defects found at a later stage after acceptance of the Goods /Service but still attributable to supply, Umbra will send notice of said defects as soon as they are found during normal use. For this aspect, the Supplier hereby renounces to its right to claim that Defects were notified too late.

3.6 Deviation from quality requirements, as soon as they are found, will be communicated to the Supplier immediately (as in paragraph 3.14 of the Supplier Quality Requirements Manual) through a Corrective Action Report (CAR).

#### **4. Resolving Defects**

For what concerns Defects or non Conforming to Agreement found in the period going from delivery of Contractual Goods and guarantee expiry date indicated in point VIII.2.2, Umbra, with no exception to its right to claim further damages, can apply one of the following, even cumulatively:

- Demand immediate free of charge replacement for Contractual Goods found to be Defective by Umbra with Contractual Goods Conforming to Agreement;
- Demand immediate re-processing or repair of Contractual Goods found to be Defective by Umbra to make them Conforming to Agreement, with, if possible, temporary replacements made available for Umbra.

In the 2 above cases:

- Non conforming Goods must be replaced or reprocessed as fast as possible (2 working days excluding transport); if the Supplier has problems with immediate replacement or repairs for Goods, not only must it inform Umbra immediately (2 working days from reception) but it undertakes to reduce normal supply times as much as possible;
  - A control report must be enclosed for replacement or reprocessed Goods;
  - Shipment of said replacement or reprocessed goods must be accompanied by a DDT indicating Replacement in Guarantee or Returns in Guarantee P/N and Reference to the Umbra RNC no..
- Entrust said repairs to third parties, at the Supplier's expense and risk.

- Refuse or return Contractual Goods charging the Supplier the relative supply price and higher costs incurred to replace them with alternative products available on the market.
- Remedy or repair the Defect internally when:
  - Work safety is threatened, or
  - There is an unusually high damage risk, or
  - The Supplier cannot repair or replace the Contractual Goods in time to satisfy the delivery needs or avoid production stops.

Costs sustained as a result of said corrective actions taken in one of the above circumstances will be fully Supplier liability.

- Terminate, with immediate effect, the contractual relations with the Supplier in compliance with art. 1456 of the Civil Code through simple written communication to the Supplier. If the Supplier does not fulfil its obligations following said choice, or if the change or replacement should not be without Defects, Umbra will be authorised to cancel all or part of the Order and to request a refund for expenses sustained and damages.

## 5. Refunding Defects

5.1 The Supplier will refund Umbra costs and Umbra customer costs sustained for situations linked to liability for Defects in Goods supplied even if said costs were sustained to avoid, prevent or mitigate future damages (for example products called back or reprocessing on customer premises).

5.2 The Supplier will refund all costs Umbra is forced to pay because of contractual liability towards customers if said costs result from Defects in Goods delivered by the Supplier.

5.3 The Supplier, during the supply relationship, can draw up an insurance policy to cover all liability risks in point VIII. On request, the Supplier will give proof of said coverage.

5.4 Non conformity costs will be debited as follows:

5.4.1 NON CONFORMITY FROM WORK-IN-PROGRESS GOODS (UC property material):

- **IF DECLARED BY SUB-CONTRACTOR**  
5% exemption on quantity of lot processed (rounded to the higher quantity, minimum 1 piece) if and only if the type of processing or product has been requested for the first time or changes to processing requested have occurred for the first time.  
For the quantity exceeding the above 5% and for processing done at least once before, the material or starting product cost (at purchasing cost) and operations carried out will be debited as assessed by Umbra industrial accounts department.
- **IF NOT DECLARED BY SUB-CONTRACTOR**

1% exemption on quantity of lot processed (rounded to the higher quantity, minimum 1 piece) if and only if the type of processing or product has been requested for the first time or changes to processing requested have occurred for the first time.

For the quantity exceeding the above 1% and for processing done at least once before, the material or starting product cost (at purchasing cost) and operations carried out will be debited as assessed by Umbra industrial accounts department, with the cost of any processing carried out.

To manage Non Conformity not declared by the Supplier, a further charge of 100 euro will be applied as partial refunding for internal operating costs (as an example: for control, selection, data analysis, loss of production efficiency)

#### 5.4.2 NON CONFORMITY FROM GOODS FULLY PURCHASED:

Debiting (at purchase cost) of the entire quantity rejected. In addition, a further charge of 100 Euro as partial refunding for internal operating costs (as an example: for control, selection, data analysis, loss of production efficiency)

- The Purchasing Office will coordinate refund operations with request for credit notes.

5.5. Goods declared as non conforming and rejected will be available on Umbra plant premises to be viewed or collected at Supplier expense for up to 30 calendar days from the date of first communication of what has happened. After said date, if no further provisions from the Supplier have been received, the item will be scrapped.

6. For everything concerning deviation from declared conformity, permit requests, certification for Goods supplied and answers to Requests for Corrective Action, the Supplier must follow provisions given by the Umbra Supplier Quality Manual according to the latest edition distributed online

### ***IX. Material, Packaging and instrumentation supplied by Umbra***

1. Materials, parts, containers, special packaging, equipment, measuring and control instruments, substances or similar items (called “accessories”) remain Umbra property even when temporarily transferred to the Supplier to manufacture the Goods in the best possible way.
2. Accessories can only be copied or duplicated with prior written consent from Umbra.  
Said copies or duplicates become Umbra property when they are made.
3. The Supplier has no ownership rights to any type of accessories.
4. Neither accessories nor their copies or duplicates can be made available to third parties (including sub-suppliers) without prior written consent from Umbra and they cannot be used for purposes other than those agreed on.

5. Said items remain Umbra property and must be returned when work has terminated in good state of repair; otherwise, the Supplier will be charged for them at cost price.

## **X. Equipment**

1. Unless agreed on otherwise, Umbra retains full ownership or shared ownership for equipment to the extent by which it contributed proven costs for said equipment used to manufacture goods supplied. We will acquire full or shared ownership of equipment with relative payment.
2. Equipment will remain on loan to the Supplier. The Supplier will request Umbra consent to have use (in the legal, effective meaning of the term) of equipment, to move equipment allocation or to permanently disable said equipment.
3. The Supplier will identify, if possible, equipment as Umbra property or shared property.
4. The Supplier will bear costs for maintenance, repairs and replacement of said equipment.
5. Umbra will have the property right to replaced equipment in the same proportion as the original. If equipment is shared, Umbra will have the first purchase pre-emption rights for the Supplier's share.
6. The Supplier must only use the shared equipment to produce goods supplied to Umbra.
7. After delivery has taken place, if specifically requested by Umbra, the Supplier must return said equipment immediately. For equipment shared following this transfer, the Supplier will be refunded for the present value of the shared equipment part. In no case can the Supplier keep jointly owned equipment.
8. Supplier obligation to return equipment will also be applied in the case of Supplier contractual insolvency and if the supply relationship is interrupted for long periods or if its is impossible to deliver. The Supplier will insure equipment for the purposes agreed on or, in the absence of said agreement, for customer needs.

## **XI. Force majeure causes/Long term incapacity to deliver**

1. Revolts, government acts, environmental catastrophes and any other unforeseeable or non preventable event exempts both Umbra and the Supplier from contractual obligations, in any case for the time the force majeure situation lasts and within the capacity of its impeding effects.
2. The party influenced by said force majeure event must inform the other party immediately and make all effort, within reasonably foreseen limits, to limit the effects of said events. The party

influenced by the force majeure event must also inform the other party without delay of the conclusion of said force majeure event or its effects.

3. It is specifically understood that the force majeure circumstance cannot be invoked by the Supplier if it should occur after the delivery term agreed on has expired and that company or local strikes and other industrial relations problems, as well as supplier or sub-supplier default, are never force majeure causes.
4. In cases of: force majeure or incapacity to deliver for long periods, ceasing of payment, opening insolvency procedures, refusal to open said insolvency deeds due to insufficient assets, or the start of similar deeds concerning one of the parties the other party is authorised to cancel at any time, in writing, the agreement for the part that has not yet been fulfilled. If one of the preceding events should occur to the Supplier, the Supplier will do everything in its power to try to move manufacturing of Contractual Goods to Umbra or to third parties; said support will include assigning authorisations and intellectual property rights to the extent by which said rights are necessary to manufacture the relative Goods.

## ***XII. Sundry***

1. Each contractual relationship, Purchase Order and these General Conditions are disciplined by the Laws of the Italian Republic and by the European Convention on international sales agreements for goods and services (CISG).
2. Umbra will have the full right to terminate the contractual agreement arising from the Purchase Order at any time, in writing to the Supplier, manifesting its will to apply this early termination clause in the case of default for one or any of the obligations in points III.3, III. 5, VI.4, VII.4, VIII.4, VIII.5.
3. The Supplier of aeronautical goods will allow Umbra representatives, its Customers and government and control authorities or bodies free access to its plants manufacturing the Contractual Goods.
4. If a specific point in these General Conditions is or should become invalid, the remaining terms and conditions still remain valid.
5. For all controversy, the law applicable is the Italian one and Perugia is the competent Court of Law. However, Umbra has the right to act, at its choice, before the Judge of the place where the Supplier's registered offices are located or before any other competent jurisdiction.
6. The Supplier hereby agrees, in compliance with arts. 10 and 11 of Law 675/96, as well as all effects of said law, that its data be handled by Umbra, including any communication to third parties, and that said handling take place fully respecting the provisions in the above mentioned law and on personal data protection regulations in force.