

ADICOMP Srl

GENERAL TERMS AND CONDITIONS OF SUPPLY

*(valid from January 21, 2020)*

1. DEFINITIONS

The following definitions shall be used to interpret the content of the Contract (including but not limited to these GTCS):

- 1.1 “**Applicable Law**” means the law defined at Article 16;
- 1.2 “**Change Order**” means the document agreed upon and signed by the Parties amending the original Contract’s terms and conditions;
- 1.3 “**Client**” means whomever is mentioned in the Purchase Order as purchaser of the Supply, or (if missing) the party issuing the Purchase Order;
- 1.4 “**Confidential Information**” means proprietary information (including Intellectual Properties) and confidential data that are to be considered of a confidential nature, due to their nature or due to an explicit statement by the disclosing Party, including prices, designs, drawings, technical specifications and data; Confidential Information shall not include any information which: a) became available to the public other than as a result of disclosure by the receiving Party; b) is or became available to the receiving Party on a non-confidential basis from a source other than the disclosing Party when such source is not, to the best of the receiving Party’s knowledge, subject to a confidentiality obligation; c) has been developed independently by the receiving Party; d) must be disclosed under the order of a competent court or other public authority;
- 1.5 “**Contract**” means the GTCS, as amended or integrated by an Offer, and all the additional documents, drawings and specifications issued by ADICOMP and mentioned by or referenced to in an Offer, together with the Purchase Order and any other correlated document as approved in writing by ADICOMP; in case of conflicts between documents or controversial interpretation(s), the following order of interpretation shall apply: 1) Purchase Order; 2) Offer; 3) GTCS; 4) Any other document originated from ADICOMP; 5) Any other document originated from Client as approved in writing by ADICOMP. In case of conflicts

internal to the same document, the term, clause, condition or interpretation that most reflects the Parties' original intent shall be preferred; in case the Parties' original intent cannot be agreed upon, the term, clause, condition or interpretation most favorable to ADICOMP shall apply. By accepting these GTCS, the Client waives his own general conditions of purchase, considered individually or as a whole.

- 1.6 **"Delivery Date"** shall be the date explicitly agreed upon by the Parties for the delivery of the Supply, calculated from the Effective Date and to be automatically extended in case of delays not attributable to ADICOMP's responsibility, including: a) Force Majeure events; b) suspension of the Contract; c) negotiations correlated to an amendment; c) delays attributable to Client, End-User or a sub-supplier designated by Client or End-User; d) all other instances provided for in the Contract;
- 1.7 **"Delivery Term"** means the delivery terms and conditions of the Supply, as stated by Article 4.1 of this GTCS;
- 1.8 **"Effective Date"** means the date when the Purchase Order has been signed by both Parties, has been confirmed by ADICOMP through a Purchase Order Confirmation or 3 (three) days after the day ADICOMP receives a confirmed Letter of Credit or an Advance Payment (is the Contract provides for either of those), whichever occurs later;
- 1.9 **"End-User"** means the final owner and/or user of the Supply;
- 1.10 **"GTCS"** means these General Terms and Conditions of Supply
- 1.11 **"Intellectual Property"** means any and all trademarks, patents, inventions, industrial secrets, know-how, method and process as object of rights under Applicable Law;
- 1.12 **"Liquidated Damages"** means a compensation and/or monetary sum due by ADICOMP to Client as a consequence of an event attributable to the responsibility of ADICOMP (including but not limited to delays in the delivery and/or incorrect performance of the Supply) as explicitly agreed upon in writing by the Parties, mentioned as "penalty" or "liquidated damages" or other similar expression and incorporated into the Contract but not to be considered as a penalty; Liquidated Damages, if any, constitute a genuine pre-estimate of the correlated loss that might be incurred by the Client and constitute the sole remedy for the correlated event; no other liability, remedy or compensation shall be due by ADICOMP to Client for the correlated event; in no case whatsoever the total aggregated

liability of ADICOMP under Liquidated Damages (irrespective of the correlated event or events) shall exceed 10% (ten per cent) of the Price.

- 1.13 **“Offer”** means ADICOMP’s written proposal for the sale of the Supply; an Offer is to be considered valid for placement of Purchase Order within 1 month from the date of the Offer itself.
- 1.14 **“Party”** or **“Parties”** means ADICOMP and/or Client, individually or jointly;
- 1.15 **“Price”** means the total sum due to ADICOMP for the sale of the Supply, as further defined by Article 6 of these GTCS, as agreed upon between the Parties and/or as subsequently amended in accordance with the Contract; the Price does not include VAT, sales taxes or similar taxes and duties;
- 1.16 **“Purchase Order Confirmation”** means a document issued by ADICOMP and signed by ADICOMP’s authorized legal representative that explicitly confirms the acceptance of the Purchase Order received from Client;
- 1.17 **“Purchase Order”** means the document received from Client detailing the terms and conditions under which the Supply is to be provided, as agreed in writing by ADICOMP.
- 1.18 **“Sanction(s)”** means any kind of measure taken by a relevant private or public authority, including but not limited to the European Union, the United Nations and/or the United States of America that might (at ADICOMP’s sole and reasonable judgment) hinder the execution of the Contract, including but not limited to: a) potential and/or actual prohibitions and/or restrictions to the exportation of the Supply; b) measures that directly or indirectly restricts or affect or might restrict or affect payment; c) measures that otherwise damage or might damage ADICOMP’s business interests. As mere examples, Sanctions might include: embargos; the insertion of Client, End-User or any other third party correlated to the Contract in the OFAC list, the EU Sanctioned Persons list, the UN Sanctioned Persons list or any other similar list; the transaction performed under the Contract becoming illicit or contrary to any relevant legislation and/or executive act and/or other measure taken by a relevant private or public authority;
- 1.19 **“Supply”** means the goods and/or services to be delivered to Client or performed in its interest under the Contract;

- 1.20 “**Technical Documentation**” means any and all kind of technical documentation (including technical specifications, design, drawings, engineering documents, etc.) either supplied by the Client or developed by ADICOMP in correlation with the Supply;
- 1.21 “**Territory**” means the country where the Supply will be installed/used;
- 1.22 “**ADICOMP**” means the Company ADICOMP S.r.l. and/or the subsidiary, parent or affiliated Company which accepted the purchase order, in the person of its authorized representative(s).

## 2. GENERAL RULES

- 2.1 The Contract nullifies and supersedes all previous negotiations, agreements and/or commitments made by ADICOMP with or to the Purchaser.
- 2.2 Any comment to the conditions contained in the GTCS and/or contained in an Offer and/or in a document directly or indirectly referenced to by an Offer shall be made by Supplier within 2 (two) days from the day of receipt of the relevant document; lack of comments shall imply acceptance of the relevant condition(s).
- 2.3 Verbal and written offers or proposals made by ADICOMP are not to be considered binding engagements to perform the Supply, if not explicitly confirmed in writing through a Purchase Order Confirmation;
- 2.4 The conditions stipulated with the Agents and external representatives of ADICOMP are always subject to the clause "Provided that ADICOMP grants its approval".
- 2.5 Purchase Orders will be considered in force starting from Effective Date.

### 3. DELIVERY TERMS, TRANSFER OF RISK AND TRANSFER OF TITLE

- 3.1 Delivery Term for the Supply shall be FCA in ADICOMP S.r.l. - facilities at via Scotte, 8 – 36033 Isola Vicentina (VI), Italy (Incoterms 2010).
- 3.2 Partial delivery shall be allowed.
- 3.3 Lacking an explicit different agreement, minimum delivery term shall be 11 months from the Effective Date.
- 3.4 Irrespectively of the actual Delivery Term or payment conditions as established whether in this GTCS or elsewhere, and save for what may be required by mandatory law, the Supply always travels at risk of Client; risk of loss or damage shall pass to Client after the Supply has been mobilized outside ADICOMP workshop.
- 3.5 Irrespectively of the actual Delivery Term or payment conditions as established whether in this GTCS or elsewhere, and save for what may be required by mandatory law, title to the Supply shall be transferred to Client only after ADICOMP receives payment of the corresponding Price (or as per what established in Article 6.2.2 of these GTCS).

### 4. DEVELOPMENT AND APPROVAL OF TECHNICAL DOCUMENTATION

- 4.1 If the Contract requires the submittal by ADICOMP of Technical Documentation, the following rules shall govern the submittal of Technical Documentation and the possible exchange of comments between ADICOMP and Client;
- 4.2 ADICOMP shall submit the Technical Documentation in a timely manner, within the deadlines established in the Contract and according to the specific content required by the Contract;

- 4.3 Client shall submit its comments, if any, within 2 (two) days from receipt of the relevant Technical Documentation; lack of comments or receipt of comments without an explicit refusal of the Technical Documentation shall imply Approval;
- 4.4 After receipt of Client's refusal with comment(s), ADICOMP shall submit an exhaustive, complete and resolute reply within a reasonable term from receipt of Client's comment(s);
- 4.5 If, after receiving ADICOMP's first reply, Client is not satisfied and/or does not consider the issue closed:
- a) ADICOMP shall carry out its best effort to solve the issue and provide all necessary further replies up until Client's satisfaction;
  - b) If Client's approval of Technical Documentation is a requirement (either contractually or according to ADICOMP's reasonable judgment) for proceeding in the execution of the Contract, ADICOMP shall be entitled to an extension of the Delivery Term from the day of its first reply up until the date of approval of the relevant Technical Documentation from Client;
- 4.6 If ADICOMP's submittal of Technical Documentation is correlated to a Payment milestone, or its late submittal is explicitly correlated to payment of Liquidated Damages, date of submittal of the Technical Documentation shall be the day ADICOMP submitted its first reply to Client's comment(s) in case of refusal with comments, and the day of first submission in case of Approval.

## 5. PRICE AND TERMS OF PAYMENT

- 5.1 The Supply will be invoiced at the Price in force at the time of delivery or consignment, unless the Parties explicitly agree otherwise;
- 5.2 Payment(s) must be made by Client within the terms stipulated in the Contract and without any deduction.
- 5.3 Unless the Parties explicitly agree otherwise, payment(s) shall be executed through a clean, unconditional and irrevocable standby letter of credit in favor of ADICOMP as beneficiary,

issued for direct payment and confirmed by either: a) a bank appointed by ADICOMP; b) a first class Italian bank. If confirmation is not possible, letter of credit shall be issued by either: a) a bank with a rating for its long-term unsecured and non-credit-enhanced debt obligations of A- or higher by Standard & Poor's Rating Services or Fitch Ratings Ltd or A3 or higher by Moody's Investor Services Limited or a comparable rating from an internationally recognized credit rating agency; b) a bank explicitly approved by ADICOMP in advance;

- 5.4 In the event of delayed payment(s): a) Client is obliged to pay to ADICOMP an interest on arrears according to the Italian Law Decree N. 231/02 in application of the E.C. directive number 2000/35 dated June 29th 2000; b) ADICOMP is allowed to suspend the performance of its obligations until full payment of all due invoices.
- 5.5 In case ADICOMP suffers an increase in its costs after the date of the Offer due to any amendment or novelty in law, regulation, decree or other decision having force of law, the Price shall be increased accordingly to reflect the amount of the increase in costs.

## 6. TESTING AND INSPECTIONS

- 6.1 ADICOMP shall not bear travel, lodging and living allowance costs correlated to third-party's or Client's inspector(s); ADICOMP shall provide the inspectors with a dedicated working space, phone and internet connection, meal during working hours and all support that can be reasonably asked of ADICOMP in correlation with an Inspection; reasonable support is to be understood as a support that does not have a relevant impact on ADICOMP's costs, according to ADICOMP's exclusive judgment;
- 6.2 Inspections shall be carried out according to the Inspection Plan attached to the Offer;
- 6.3 If no Inspection Plan is attached to the Offer, and unless the Parties explicitly agree otherwise in writing, Inspections shall be carried out according to the applicable standard Inspection and Test Plan as per ADICOMP standard.

## 7. PACKAGING AND PAINTING

- 7.1 Packaging of the Supply shall be established by ADICOMP at its sole discretion according to the delivery terms; packaging shall be charged at cost and shall not be taken in return under any circumstance;
- 7.2 Painting of the Supply shall be established by ADICOMP at its sole discretion, according to the sub-suppliers, materials and painting cycles most appropriate for the Supply's terms of operations, irrespectively of whatever may be contained in any Technical Documentation supplied by Client; if not explicitly mentioned in the Offer, painting of the Supply shall be excluded from the Offer.

## 8. AMENDMENTS

- 8.1 Save for what is otherwise provided for in these GTCS, each Party might request the other for an amendment to the Contract's terms and conditions; in case such a request is received by one Party, the Parties shall carry out their best endeavors to agree on the terms and conditions of such an amendment, which shall become effective after joint signature of a Change Order;
- 8.2 If the Parties cannot agree on the terms and conditions of the amendment within 15 (fifteen) days from the day a request is made (or another reasonable term agreed upon by the Parties), ADICOMP shall be authorized to proceed with the execution of the Contract according to the originals terms and conditions established in the Contract; if negotiations correlated to an amendment impede or hinder the execution of the Contract, an automatic extension to the Delivery Date shall be granted for the time correlated to such negotiations;
- 8.3 No amendment to the Contract shall be considered effective unless explicitly agreed upon in writing by both Parties through a Change Order;



## 9. SUSPENSION AND TERMINATION

- 9.1 ADICOMP shall have the right to suspend the execution of its obligations under the Contract or terminate the Contract itself (totally or partially), at its sole discretion and without any associated liability whereas: a) Client violates its own obligations under the Contract; b) variations of any kind are made to Client's or End-User's name, constitution or commercial capacity; c) Client and/or End-User are having payment difficulties, even with third parties; suspension of ADICOMP's obligations under the Contract shall imply an automatic extension of the Delivery Date.
- 9.2 Client shall have the right to terminate the Contract whereas: a) ADICOMP becomes insolvent or files for a bankruptcy proceeding; b) ADICOMP repeatedly violates its own obligations under the Contract, provided that Client sends a 15 days' notice to ADICOMP detailing the nature of the repeated violation(s) and ADICOMP does not follow-up with any kind of remedial attempt, but in any case with the exclusion of obligations for which the Contract provides an exclusive remedy; in this instance ADICOMP shall receive payment for costs already sustained up to the point of termination, including the price for the Supply already completed (or portion of it).
- 9.3 In case of termination for any reason different from those listed at Article 11.2, ADICOMP shall be compensated for all costs and damages associated with such termination (including but not limited to cancellation charges under subcontracts, storage costs, the agreed unit price for the completed Supply or portion of, additional material and labor costs incurred including engineering activities, loss of revenues, loss of profit, etc.)

## 11. WARRANTY TERMS

- 11.1 ADICOMP guarantees that the Supply shall be free of defects in design, workmanships and materials to the extent necessary for the correct functionality of the Supply; such guarantee shall be given for 8000 (eight thousand) operating hours, but in any case not exceeding 12 months from the commissioning date of the Supply or 18 months after notification of readiness for shipment of the Supply (whichever occurs earlier);
- 11.2 In case of defects relevant under clause 13.1, Client shall notify ADICOMP within 5 (five) days from the day of discovery; within 7 (seven) days from the day of receipt of such notice (or another longer term according to what can be reasonably requested from ADICOMP but

at its sole discretion), ADICOMP shall carry out all necessary activities for remedying to the notified defect.

- 11.3 Delivery terms of the new or repaired Supply (or portion of) shall be agreed upon by the Parties; lacking an explicit written agreement, delivery terms shall be the same of the Contract;
- 11.4 Guarantee on the new or repaired Supply (or portion of) shall be 6 months from the day of delivery of the same, but in any case not exceeding the final term mentioned at article 13.1;
- 11.5 ADICOMP's guarantee shall be excluded in the following instances: a) parts subjects to normal wear and tear, such as mechanical seals, bearings, wear rings, etc., b) defects in designs correlated to indications, documentation, drawings and/or design(s) supplied by Client or any other third-party (with the exclusion of ADICOMP's appointed sub-suppliers); c) violation of operative instructions, including but not limited to operative conditions different from those agreed upon, incorrect handling, incorrect use, incorrect installation, incorrect start-up and/or incorrect or faulty maintenance of the Supply; d) modifications or interventions on the Supply carried out by Client or any other party different from ADICOMP; e) deficiencies resulting from reasons outside ADICOMP's control; f) deficiencies which cannot be proved by Client to be attributable to ADICOMP's liability under this Article 13; g) violation of the deadline referenced to by Article 13.2;
- 11.6 Any other warranty or guarantee is explicitly excluded to the maximum extent permitted by Applicable Law;

## 12. CLAIMS

- 12.1 Notice of any claim over the quantity or the type of Supply must be notified in writing by the Client to ADICOMP within 15 (fifteen) days from the day of receipt of the Supply.

- 12.2 Notice of any claim over the quality of the Supply must be notified in writing to ADICOMP within 15 days from the discovery of the defect and not later than thirty days after the day of receipt of the Supply.
- 12.3 ADICOMP's Quality Control Service will carefully verify the consistency of the claim and all goods found defective will be repaired or replaced in the shortest possible time.
- 12.4 No claim over the quality of the goods shall be taken in consideration if, in lack of payment of said Supply, the related payment term has already expired.
- 12.5 No claim over the quality of the goods will be taken into consideration if the goods have been tampered with, irrespectively of whoever carried out said tampering.
- 12.6 Any claim or dispute over a single/partial delivery of the Supply does not exonerate the Client from collecting the remaining goods in order and within the agreed terms.

### 13. INTELLECTUAL PROPERTY

- 13.1 The Parties agree that no infringement of any Intellectual Property shall result from the execution of the Contract; the Parties take it upon themselves to carry out all necessary efforts to avoid infringements to third-party Intellectual Properties;
- 13.2 Client hereby confirms and guarantee that, to the best of its present knowledge, no infringement of any third-party Intellectual Property shall arise from or in connection with the technical documentation provided to ADICOMP for the purpose of executing the Contract; Client shall give notice to ADICOMP of any possible violation of any third-party Intellectual Property; in case of possible violation(s), ADICOMP shall be allowed to suspend the execution of the Contract until all necessary rights have been obtained by Client;
- 13.3 ADICOMP hereby confirms and guarantee that it is the owner of all the relevant Intellectual Properties correlated to the Supply and/or that has all the necessary correlated rights to them; in case of third-party claims for infringements of Intellectual Properties that results in

an actual infringement, and subject to ADICOMP receiving notice from Client, ADICOMP shall at its sole discretion: a) procure all necessary rights correlated to the Supply; b) modify the Supply in order to eliminate the infringement (without impairing its functionality); no liability or obligation shall be attributable to ADICOMP for infringements that are directly or indirectly correlated to Client's (or any other third party) activity or contribution, including Client's (or any other third party) drawings or other kind of Technical Documentation.

13.4 Any and all Intellectual Property belonging to or supplied by or developed by ADICOMP in the course of the execution of the Contract shall be vested into and remain to ADICOMP exclusively; ADICOMP hereby gives Client a non-exclusive, transferable, royalty free license to use the Intellectual Properties as necessary for the operation and maintenance of the Supply; this license to use shall not include the right to copy, manufacture or reproduce the Supply (or portions of it).

13.5 As the owner of all the relevant Intellectual Properties, and according to its sole discretion, during the execution of the Contract ADICOMP reserves the right to modify the engineering of the Supply as it shall become necessary or adequate, giving proper notice to Client and in any case without impairing the Supply's functionality.

#### 14. **FORCE MAJEURE**

14.1 ADICOMP shall not be considered in breach of its obligations under the Contract to the extent that it is prevented from complying by an event of force majeure as hereunder defined: a) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); b) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, c) requisition, embargo or Sanctions; d) rebellion, revolution, insurrection, or military or usurped power, or civil war; e) contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly; f) riot, commotion, strikes, go slows, lock outs or disorder; g) acts or threats of terrorism; h) acts of the Client, the End-User or other causes beyond the reasonable control of Supplier. Payment obligations shall not be affected by Force Majeure events; in case of a Force Majeure event, the contract shall be considered suspended and ADICOMP shall be granted an automatic corresponding extension of the Delivery Date;

- 14.2 If the Force Majeure event continues to produce its effects for more than 180 (one hundred and eighty) days, either Party shall be allowed to terminate the Contract, subject to a seven (7) days written notice; if the Force Majeure event is a Sanction event, ADICOMP shall be authorized to (a) in case of an offer, withdraw from and cancel the offer; (b) in case of a contract, suspend performance and/or terminate the contract immediately, in whole or in part, all in ADICOMP's sole and absolute discretion and without any liability of any kind towards the Client or any third party. As mean of example and with no limitation implied, Client expressly waives all right to any and all claims for: payment; reimbursement of prior payments made; indemnification or liability for any damages, costs, losses, expenses, or claims of any kind whatsoever, direct or indirect, including but not limited to damages due to loss of production, loss of profit, loss of use, loss of earnings; and any and all consequential, incidental, or indirect damages whatsoever; all regardless of the theory of liability and regardless of foreseeability. Further, Client shall indemnify and hold ADICOMP and its affiliates, directors and employees harmless from and against any such claims made by any third party including, but not limited to, the End-User.;
- 14.3 In case of termination due to a Force Majeure event, ADICOMP shall be compensated for costs already sustained up to the point of termination, including the price for the Supply already completed (or portion of it).

## 15. LIABILITY

- 15.1 Irrespectively of any other provision contained in the Contract, and to the maximum extent allowed by mandatory law, in no case whatsoever shall ADICOMP be liable for incidental, punitive, special, indirect, multiple or consequential damage(s) connected with or resulting from the Contract (including but not limited to loss of profit, loss of contracts or earnings, delay damages, interruption or loss of production, loss of use, loss of opportunity or business, loss of reputation);
- 15.2 Irrespectively of any other provision contained in the Contract, in no case whatsoever shall ADICOMP be liable for more than 100% (one hundred per cent) of the Price, including contractual liability, tort liability, and any and all kind of warranty liability;

- 15.3 All of the above save that ADICOMP's liability arises from gross negligence or willful misconduct; by "gross negligence" the Parties mean reckless disregard of, or wanton indifference to, harmful and avoidable consequences (also taking into account that the burden of such a standard for ADICOMP shall not exceed the concept referred to by mandatory Italian law as "colpa grave"); by "willful misconduct" the Parties mean a conduct that is committed with the intentional will of damaging the other Party;
- 15.4 Irrespectively of any other provision contained in the Contract, in case the Parties have explicitly agreed in writing to Liquidated Damages, ADICOMP's liability correlated to the relevant event(s) shall be limited to the maximum amount of Liquidated Damages agreed upon; in any case no liability shall be attributable to ADICOMP for damages and/or Liquidated Damages claimed after the expiration of the Contract or after 90 (ninety) days from the last day of delivery of the Supply (whichever is earlier);
- 15.5 Lacking an explicit written agreement to the Contrary in a document prevailing on this GTCS according to Article 1.5, ADICOMP shall not be liable for direct or indirect damages attributable to delayed deliveries.
- 15.6 Client hereby warrants and guarantees that: a) Client and all its employees, agents and representatives are not in any way restricted or involved by any applicable economic, trade, or financial regulation enacted by the European Union, its member states, the United States of America or the United Nations; b) the Supply will not be used in violation of any regulation issued by the European Union nor will it be made available, directly or indirectly, to any third party prohibited or restricted by any applicable economic, trade, or financial regulation enacted by the European Union, its member states, the United States of America or the United Nations; Client shall indemnify ADICOMP and hold it harmless against any and all claims, proceedings, actions, fines, losses, damages, and costs (including but not limited to attorney fees) arising out of or in any way relating to this representation and warranty. Furthermore, in case of a violation of this representation and warranty, all of ADICOMP's warranty and, if any, guarantee and other obligations relating to the Supply are void and unenforceable. Client shall provide to ADICOMP all necessary information, as they might be requested by ADICOMP from time to time, regarding compliance with the representation and warranty set forth in this clause.

## 16. APPLICABLE LAW

- 16.1 The Contract is construed, regulated and to be interpreted according to Italian law, with the explicit exclusion of the conflict of law rules.

## 17. DISPUTES RESOLUTION

- 17.1 Any litigation or dispute correlated to Contract shall be amicably solved. If an amicable solution cannot be reached, any litigation or dispute shall be definitively solved in front of the competent judicial authorities in Vicenza.

## 18. CONFIDENTIALITY

- 18.1 In case one Party disclose to the other Confidential Information, the receiving Party agrees to: a) use the Confidential Information for the sole purpose of executing the Contract; b) not disclose the Confidential information to any third party (save for what is necessary for the execution of the Contract); c) carry out all reasonable efforts to prevent the disclosure of the Confidential Information to any third party, including the stipulation of dedicated confidentiality agreements with all third parties that receive the Confidential Information due to the execution of the Contract;

## 19. EXPORT CERTIFICATES

- 19.1 Unless the Parties explicitly agree otherwise in writing, the Offer and the Price do not include the costs correlated to export license(s) or certification(s), installation license(s) or certification(s) and/or any other kind of certification or authorization necessary for selling and/or delivering the Supply in the Territory; if ADICOMP is burdened with any correlated costs, the same shall be reimbursed by Client;
- 19.2 If the sale of the Supply requires an export license or certification, an installation license or certification and/or any other kind of certification or authorization necessary for selling the



Supply in the Territory, it shall be the Client's responsibility to submit an application to the competent authorities on behalf of ADICOMP. Client shall keep ADICOMP informed of the outcome of the application, giving sufficient proof and evidence of all necessary information correlated to the above mentioned certification or authorization, including its validity period.

## 20. MISCELLANEOUS

- 20.1 In case one or multiple clauses or provisions of the Contract is determined to be null, invalid and/or unenforceable, this finding shall not render any other clause or provision invalid; the Parties shall carry out their best endeavors to replace the invalid provision with one that reflects the Parties' original intent (if possible);
- 20.2 No Party shall assign, transfer or delegate any of its obligations under the Contract to a third party without the explicit written authorization of the other Party, save for the regular instances in which ADICOMP requires part of its work to be undertaken or supplied by sub-contractors or sub-suppliers.