

## GENERAL SALES CONDITIONS

### Definitions:

Unless otherwise defined hereunder, the following terms shall have the meaning ascribed to them below:

“**Buyer**”: shall mean the buyer of the Products pursuant to the Contract.

“**Contract**”: shall mean the contract of sale of the Products governed by and subject to the present General Sales Conditions jointly with the Special Sales Conditions.

“**General Sales Conditions**”: shall mean the general sales conditions set forth hereunder.

“**Order Confirmation**”: shall mean the order confirmation to be submitted by the Seller to the Buyer in written form.

“**Party / Parties**”: shall mean the Seller, the Buyer and/or both of them.

“**Products**”: shall mean the products manufactured, assembled and/or sold by Vehicle Service Group Italy S.r.l.

“**Seller**”: shall mean Vehicle Service Group Italy S.r.l., a company incorporated under the laws of Italy, with registered office in Italy, Via Filippo Brunelleschi, 9, 44020 Ostellato FE.

“**Special Sales Conditions**”: shall mean the special sales conditions attached to each Order Confirmation.

“**Use and Maintenance Manual**”: shall mean all the manuals for the installation, use and maintenance of the Products.

### Art. 1 Recitals

1.1. The present General Sales Conditions shall apply jointly with the Special Sales Conditions related to any order (hereinafter referred to as “**Order**”), and are applicable to any kind of sales. The General Sales Conditions shall be deemed as incorporated into the order, quotation, invoice or other document to which they are attached or referenced and shall form an integral and substantial part of the Contract, regardless of whether they are expressly referenced in the order, quotation, invoice or other document.

1.2. Any Order placed by the Buyer implies the acceptance by the Buyer of these General Sales Conditions. Any other kind of terms or conditions provided by the Buyer shall not be applicable to the commercial relationship with the Seller, not even partially, unless such general conditions have been accepted by the Seller in writing. The Seller objects to and rejects any provision additional to or different from the General Sales Conditions that may appear in the Buyer’s purchase order, acknowledgement, confirmation, writing, or in any other prior or later communication from the Buyer to the Seller, unless such provision is expressly agreed to by the Seller in writing.

1.3. No waiver made by any Party to enforce a right to which it is entitled under the General Sales Conditions shall constitute a definitive waiver to such right, but rather a waiver limited to the circumstance in which it has occurred. No delay or omission by any Party to exercise any right or remedy hereunder shall impair that right or remedy, or operate as, or be taken to be, a waiver of it, nor shall any single partial or defective exercise by the Parties of any such right or remedy preclude any other or further exercise under the General Sales Conditions or that of any other right under applicable law.

1.4. The present General Conditions and the Special Sales Conditions represent the agreement between the Parties and supersede all prior agreements, understandings, negotiations and discussions between the Parties, whether oral or written. No amendment to the General Sales Conditions shall be binding unless agreed in writing between an authorized representative of the Buyer and the Seller.

1.5. In the event that a provision of these General Sales Conditions becomes unlawful, null and void or without effect, such clause shall be considered ineffective within the limits of such unlawfulness, nullity or inefficacy and shall not prejudice, within the limits allowed by the law, the efficacy of the other provisions of the Contract.

## **Art. 2 – Confidentiality**

2.1. The Seller (for the purpose of this Section hereinafter referred to as the “**Disclosing Party**”) may provide the Buyer (for the purpose of this Section hereinafter referred to as the “**Receiving Party**”) with certain confidential and proprietary information (for the purpose of this Section hereinafter referred to as “**Confidential Information**”). The Receiving Party shall maintain the strictest confidentiality of all information received from the Disclosing Party in connection with the cooperation agreed upon in the Contract. The Receiving Party may only disclose the Disclosing Party’s Confidential Information to the Receiving Party’s officers, directors, key employees, and financial and legal advisors who have the need to know such Confidential Information in order for the Receiving Party to perform its obligations under the Contract. This information includes in particular all knowledge regarding the development, production, basics or function of the Products of the Seller, even if such information has not been expressly designated as secret or confidential. All information about business partners and existing business relations of the Seller are also subject to secrecy, insofar as this information is disclosed within the scope of the contract to be concluded between the contracting parties. This applies for the duration of the Contract and a period of three years after the end of the Contract.

2.2. For the purpose of this Section, “Confidential Information” does not include any information that (i) is publicly known at the time of its disclosure, (ii) is lawfully received by the Receiving Party from a third party not under an obligation of confidentiality to the Disclosing Party, (iii) is published or otherwise made known to the public by the Disclosing Party, or (iv) was generated independently by the Receiving Party before disclosure by the Disclosing Party.

## **Art. 3 – Products characteristics – Use and Maintenance Manual – Technical modifications - Intellectual and industrial property rights**

3.1. The Products supplied by the Seller are to be considered standard and of current production.

3.2. Any information concerning weight, size, prices and productivity, or any other data regarding the characteristics and/or technical specifications of the Products listed in the technical form, leaflets, lists, catalogues and prospects are approximate and shall be considered as binding only to the extent agreed between the Parties and expressly specified in the Special Sales Conditions. The Seller represents that the performances and the other data supplied by the Seller are compliant with the applicable technical standards within the limits of tolerance.

3.3. The Seller shall supply the Products together with the related Use and Maintenance Manual. The Seller shall retain all intellectual property rights, title and interest relating to the Products, drawings and technical information, and all legally protectable elements or derivative works thereof. The Seller shall own and may freely use any feedback or suggestions regarding the Products provided by the Buyer without attribution or the need for the Seller to pay the Buyer any royalties or other fees of any kind.

3.4. It is strictly forbidden for the Buyer to disclose, reproduce deliver or communicate to any third parties, in any way, data or information that may allow or facilitate the reproduction or the duplication of the Products both by the Buyer and any third party. The Buyer shall not, directly or indirectly, (i) license, sell, lease or otherwise transfer intellectual property rights of the Products to any third party, (ii) alter or permit a third party representative to alter any part of the Products; or (iii) build a competitive product, to build a

product using similar ideas, features, functions or graphics of the Products, or to copy any ideas, features, functions or graphics of the Products.

3.5. All drawings, documentation, technical schemes, manuals as well as all logos, trademarks, (both registered or not), symbols, the name and any other distinctive sign referable to and used by the Seller with regard to the Products – either currently used or developed in the future – shall be deemed as exclusive property of the Seller, also in its intellectual and industrial property rights pursuant to applicable laws.

#### **Art. 4 – Terms of Orders and Delivery**

4.1. Unless otherwise agreed between the Parties, the terms of delivery, transport, packaging and payment of the Products shall be indicated in the Special Sales Conditions included in the Order Confirmation sent by the Seller to the Buyer.

4.2. The delivery schedule shall be considered an estimate and the timing indicated therein shall not be deemed as essential (“*termine essenziale*”) and binding for the Seller, unless otherwise agreed by the Parties. Nonetheless, should the Seller foresee any difficulty in delivering the Products -, it shall inform the Buyer of the delay in writing, indicating, if possible, the new estimated date of delivery.

4.3. The Buyer acknowledges that the delivery of Products may be subject to, and contingent upon, delay directly or indirectly caused by, or in any manner arising from, fires, floods, accidents, weather related events, disease, riots, acts of God, war, government interference, embargoes, priorities, regulations, strikes, labor difficulties, shortages of labor, fuel, power, materials or supplies, transportation delays, compliance with any law, statute, ordinance, regulation, policy, order or request of any federal, state, provincial or local government unit, or any officer, department, agency, or committee thereof, or any other cause (whether or not similar in nature to any of these hereinbefore specified) beyond the Seller’s control. In any event of force majeure falling beyond the Seller’s control, the Parties agree that the delivery date(s) may be postponed accordingly by the Seller. without prejudice to any right provided to the Seller under applicable laws. In the event of delays caused by circumstances or event not qualified as force majeure, the Buyer shall be entitled to demand partial deliveries, to the extent this is possible and not excessively burdensome for the Seller. In any case, it remains understood that partial deliveries shall be agreed in writing between the parties. The possible delay in the delivery of the Products shall not constitute in any case grounds for cancellation of the Order, nor give right to any claim for damages by the Buyer.

4.4. Unless expressly agreed otherwise, all shipments are ExWorks (EXW) Seller’s factory (Incoterms 2020). Title to and risk of loss of the Products will pass to the Buyer when the Products are made available to the Buyer’s designated carrier at the Seller’s factory. The Buyer shall be responsible for all shipping charges, including but not limited to shipping, transportation, duties and insurance costs.

4.5. It is hereby agreed that the delivered Products shall remain property of the Seller until the payment of the relevant purchase price has been entirely fulfilled by the Buyer and received by the Seller. In any case all risks of loss and charges related to the Products will be transferred to the Buyer at the time of the delivery as set out in Section 4.5 above.

4.6. The Buyer shall inform the Seller of all requirements and procedures provided for by the laws in force in Buyer’s country which should allow the Seller to effectively enforce its retention of title on the Products supplied.

4.7. Notwithstanding any other provision of the Contract, the Buyer waives any claim against the Seller for its own lost profits or losses due to business interruptions, or any indirect, incidental, consequential, punitive or other special damages, however the same may be caused, regardless of the fault, negligence (whether sole, joint concurrent, active or passive or otherwise), pre-existing defect, or strict liability of the Seller directly or indirectly arising out of the Contract.

## **Art. 5 – Warranty for Defects**

5.1. The Seller declares that the Products are free from defects that make them unsuitable for the use for which they were intended, having regard to the destination of use that has been expressly indicated in writing in the Contract. The warranty offered by the Seller refers to brand new Products from the factory as accepted and purchased by the Buyer. The Seller warrants the Products against failures and manufacturing defects acknowledged by the Seller. Warranty consists of the obligation of the Seller and/or the authorized service center, to restore the functionality of the Products by replacement or repair of defective parts free of charge.

5.2. The warranty given by the Seller will be valid for twelve months starting from the delivery date of the Product, and will be enforceable provided that the Buyer promptly gives notice to the Seller by registered letter of the defect within thirty (30) days from the discovery of the defect.

5.3. The above mentioned warranty is given by the Seller exclusively for design, material and construction defects of the Products attributable to the Seller. Any other liability of the Seller arising from or related to the supplied Products (including by way of example damage compensation, loss income, return of the Products, price reductions, right of termination of the Contract etc.) shall be excluded save for fraud or gross negligence. To the extent not prohibited by law and unless otherwise agreed in writing between the Parties, there are no other warranties express or implied except as provided in this section. The Seller disclaims any implied warranty of merchantability or satisfactory quality or fitness for any particular purpose as well as any warranty as to the quality, capacity, efficiency, condition or performance of the Products, except as specifically and expressly agreed between the Parties in the Special Sales Conditions and signed by the Seller.

5.4. The warranty shall not be applicable in the following cases:

- alteration or repair of the Products by the Buyer without a previous written authorization of the Seller;
- improper use of the Products by the Buyer and/or non-compliant use with the Use and Maintenance Manual;
- defects or the malfunctioning of the Products caused by negligence or unskillfulness in the use of the Products by the Buyer, or excessive wear and tear caused by an excessive or improper use of the Products, or lack of maintenance;
- non-compliance with Use and Maintenance Manual, or used of non-original spare parts or repair and modification of the Products in non-authorized centers.

5.5. Any other intervention and replacement of parts and/or components made by the Seller, covered by the present warranty, will not cause the renewal of the warranty, which shall in any case expire after the expiration of the twelfth month from the first delivery of the Product.

5.6. To the extent the Seller is liable pursuant to this Section 5, the Seller's liability for damages suffered by the Buyer shall in any case be limited to the value of the single sale having as its object the Products found to be defective or of poor quality, excluding any compensation for indirect damages, loss of profit, damaged reputation, damage suffered by third parties, etc., to the extent not prohibited by applicable law.

5.7. To the extent not prohibited by applicable law, the Buyer waives the right of recourse (*"diritto di regresso"*) in connection with Article 131 of Law No. 229 of July 29, 2003 – "*Codice del Consumo*") in the event of the occurrence of disputes between consumers of the Products and the Buyer or other sellers or intermediaries.

## **Art. 6 Cases of discharge of Seller's responsibility**

6.1. The Seller is not responsible for any direct or indirect damages occurred to people, objects and animals, if:

a) damages are due to:

- (i) negligence, unskillfulness, improper and/or incorrect use of the Products by the Buyer and/or its agents;
- (ii) lack of, insufficient, or inappropriate maintenance;
- (iii) modifications or changes of the supplied Products;
- (iv) non-compliance to the instructions listed in the Use and Maintenance Manual of the Product;
- (v) use of non-original spare parts or repairs and modification not authorized by the Seller or made in non-authorized centers;
- (vi) non-compliance to accident preventions and safety law.

b) according to the technical and scientific know-how available at the time of the delivery of Products, the Products could not be considered as defective and/or dangerous at the time of the delivery of Products or spare parts;

c) the Products are not used by duly informed and trained personnel;

d) the damaged person, having acknowledged the defect, has willfully ignored it and thus voluntarily exposed themselves to danger;

In all the aforementioned cases, the Buyer undertakes to indemnify and keep the Seller harmless against any claim brought by third parties for whatsoever reason.

## **Art. 7. Prices – Payment conditions**

7.1. The prices of the Products are those indicated in the Order and confirmed by the Seller in the Order confirmation.

7.2. If not otherwise agreed to between the parties, the payment shall be made in Euros. The payment conditions and terms of payment for the Products are established in the Order and confirmed by the Seller in the Order confirmation. The Buyer shall not be entitled by reason of any set-off, counter-claim, abatement or other similar deduction to withhold payment of any amount due to the Seller.

7.3. In case of delay or failure to pay the price timely, or in case the solvency warranties of the Buyer should fall or should be insufficient, the Seller, at its own discretion, shall have the right, at any time, to suspend and/or cancel the Order and any further delivery and/or any other Order, giving written notice to the Buyer.

7.4. The obligation to pay the price cannot be suspended, postponed or set-off by the Buyer, even if the Buyer has a right or claim vis-à-vis the Seller, it being understood between the Parties that the Buyer will be entitled to enforce such right or claim only by way of separate proceeding, conditional upon the payment obligation having been fully satisfied prior to the commencement of such separate proceeding; for this purpose the Buyer hereby waives its right to claim the remedies provided for under Article 1460 of the Italian Civil Code.

7.5. In case of delay of the payment or failure to pay the price timely, an interest rate pursuant to applicable laws (including Law 231/2002 which implemented EC Directive 35/2000 and following amendments) shall automatically apply without prior further notice.

## **Art. 8 – Compliance with Laws**

8.1. The Seller and the Buyer, including their affiliates and subsidiaries, are committed to conducting operations ethically and in compliance with all laws applicable to such commerce. This includes compliance with laws prohibiting commercial bribery, payments to government officials, money laundering, and other similar anti-corruption laws, and compliance with laws governing import and export restrictions, customs, duties, and taxes (collectively, the “**Applicable Laws**”). In addition, the Buyer acknowledges that the Seller has certain policies in place which may restrict activities of the Buyer with respect to the Seller’s products and services (the “**Applicable Policies**”). The Buyer agrees to comply with such Applicable Laws and Applicable Policies.

8.2. The Buyer specifically acknowledges that the Seller is a part of a global enterprise and subject to the US Foreign Corrupt Practices Act and the UK Bribery Act of 2010, US Export Administration Regulations, the US International Traffic in Arms Regulations, provisions of the Chemical Weapons Convention, US sanctions and embargos, and export control laws and regulations of other countries, including OECD restrictions and regulations, and the Buyer shall not take any action which shall directly or indirectly cause a violation of those Applicable Laws with respect to the Seller’s products, technologies, or services. Even where transactions may be permitted by Applicable Laws, the Seller’s Applicable Policies prohibit sales of Products to certain countries, transshipment sales to certain countries, and facilitation payments, and the Buyer will take no actions which do not comply with Applicable Policies.

8.3. The Buyer understands that the Buyer and any representative, agent, dealer, or third party (collectively the “**Business Partner**”) working on behalf of the Buyer or any of its respective majority owned or controlled subsidiaries, joint ventures, and affiliates throughout the world must comply with Applicable Laws and Applicable Policies and therefore will not directly or indirectly offer, pay, or promise to pay, or give anything of value to anyone, including any foreign official, in order to obtain or retain business or to secure any form of improper business advantage related to its work with the Seller. A foreign official is (i) any official, agent, or employee of any government or governmental agency; (ii) any political party or officer, employee, or agent thereof; or (iii) any holder of public office or candidate for political office.

8.4. The Buyer specifically represents that (i) the Buyer will not employ or engage any Business Partner in connection with work for the Seller without conducting documented due diligence on the person, including diligence about their reputation and integrity; (ii) The Buyer will communicate the Seller’s Applicable Policies to all Business Partners acting on the Buyer’s behalf in connection with work for the Seller; and (iii) the Buyer will not employ any Business Partner in connection with work for the Seller if the Business Partner does not agree to comply with Applicable Laws and Applicable Policies.

8.5. The Buyer shall have an affirmative obligation to promptly advise the Seller that it is owned, in whole or in part, by any governmental entity, agency, or authority, and that no officer, director or employee of the Buyer is also a government employee or an employee of any governmental entity, agency, or authority. The Buyer shall have an affirmative obligation to promptly advise the Seller if any government entity, agency, or authority acquires, in any manner, an ownership interest in the Buyer or if any officer, director, or employee of the Buyer shall become a government employee or an employee of any governmental entity, agency, or authority.

8.6. The Buyer represents and warrants that any information provided by Partner to the Seller in connection with the Seller’s due diligence is complete, truthful, and accurate and the Buyer agrees to inform the Seller within five (5) business days if any information provided in connection with the Seller’s due diligence changes during the performance of the Contract.

8.7. The Buyer shall (i) provide truthful and complete documentation supporting, in reasonable detail, the work performed and any expenses incurred under this Contract; (ii) maintain true, accurate, and complete invoices, reports, statements, books, and other records related to work performed and any expenses incurred under this Contract; and (iii) retain such records for a period of five (5) years following the termination of the Contract. The Seller shall have the right, on reasonable notice, to examine such records to verify compliance with this Section.

8.8. The Seller may terminate any agreement with the Buyer without any further obligation if the Buyer, its agents, dealers, or appointed representatives take any action which in the Seller's sole discretion potentially violates these provisions or any Applicable Laws or Applicable Policies. The Buyer agrees that it shall, upon request from the Seller, certify its compliance with Applicable Laws and Applicable Policies. The Buyer agrees that should it learn or have reason to know of any payment that may violate the Applicable Laws or Applicable Policies, it shall immediately disclose it to the Seller.

8.9. The Buyer shall reasonably cooperate with the Seller in regard to any matter, dispute, or controversy related to its work with the Seller generally and compliance with Applicable Laws or Applicable Policies specifically in which the Seller may become involved and of which the Buyer may have knowledge. Such obligation shall continue after the expiration or termination of the Contract to the extent permissible under applicable law.

#### **Art. 9 – Assembly – Installation - Authorizations**

9.1. Unless otherwise agreed between the Parties, the assembly and installation of the Products, shall be made at Buyer's charge, costs and under its responsibility.

9.2. The Buyer undertakes to assume any liability which may arise *vis-à-vis* any competent authority in relation to any authorization required for the assembly, installation and use of the Products. In any case the Buyer shall indemnify and keep the Seller harmless against all duties and liabilities arising therefrom.

#### **Art. 10 Import and Export Compliance**

10.1. The Seller declares that all its Products comply with all applicable Italian laws and EU Regulations in force at the time of the Order. The Seller shall not be responsible for any restrictions, penalties and non-compliances with any regulations, rules, or laws of the country of destination of the Products.

10.2. The Buyer shall comply with all applicable laws, rules and regulations related to European Union ("EU"), Italian, and U.S. imports and exports and the execution of the Contract by the Buyer implies its warranty that it will not export, sell, or transfer the Products in violation of any applicable regulations, including but not limited to, if applicable: (a) EU Regulation 428/2009 or successor regulations concerning controlled items export and, to the extent applicable, all relevant laws and regulations in Italy (including, only by way of example, Presidential Decree No. 43 of January 23, 1973, as amended and supplemented from time to time, and all applicable regulations issued by the competent public authorities (including the "Agenzia delle Accise, Dogane e Monopoli"), (b) the U.S. Export Administration Regulations; and (c) applicable U.S. sanctions and embargoes administered by the U.S. Department of Treasury.

10.3. The Buyer shall be responsible for obtaining all licenses and permits to satisfy all formalities as may be required to import the Products in accordance with the prevailing law or regulations and so import the Products according to all Applicable Laws.

10.4. The Buyer understands and agrees that the Buyer will determine any export and re-export license requirements to export the Products from the European Union ("EU") and, as applicable, to transfer or re-export the Products outside the EU, obtain any export or re-export license or other official authorization,

including but not limited to EU, Italian, and U.S. governmental licenses and authorizations, and carry out any customs formalities for the export or re-export of the Products.

10.5. It is the Buyer's sole responsibility to determine the ultimate end-use, end-user, and end-user's location of the Products and to provide such information to the Seller as may be requested from time to time on Orders or requests for quote. The Seller requires this information to verify its compliance with Applicable Laws and with risk country sales and shipments.

10.6. The Buyer shall not sell or ship to customers identified on any of the European Union's and/or U.S. Government's list of prohibited governments, entities, organizations, or individuals which currently may be found at:

<https://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern>

<https://www.trade.gov/consolidated-screening-list>

and

<https://data.europa.eu/euodp/en/data/dataset/consolidated-list-of-persons-groups-and-entities-subject-to-eu-financial-sanctions>

10.7. Products purchased from the Seller will not be used, directly or indirectly, in nuclear explosive activities in unsafeguarded nuclear activities; or in the design, development, production, stockpiling, or use of chemical weapons, biological weapons, or missiles, except to United States government owned, operated or authorized facilities. The Buyer is required to notify the Seller of such intent.

10.8. Since the Seller is prohibited from participating in or supporting international boycotts of certain foreign countries, including Israel, if such boycotts are not sanctioned by the applicable government laws or regulations, no action shall be taken or information provided in connection with the sale or export of contract products in support of any such prohibited boycotts.

#### **Art. 11 - Applicable law - Jurisdiction**

11.1. The General Sales Conditions and each sale shall be governed by Italian law. The Contract will be drafted in Italian or English language and any communication between the Parties related to the Contract will be in Italian or English language.

11.2. Any dispute relating to the Contract or in any case connected thereto, including disputes relating to its interpretation, validity, execution and termination, shall be deferred to the exclusive jurisdiction of the Court of Bologna (Italy). As a partial derogation from the above, the Seller shall be entitled to bring its action before the competent Court of the place where the Client has its registered office.

#### **Art. 12 – Personal Data Protection**

The Buyer's personal data shall be processed in accordance with the Italian personal data protection law (Legislative Decree No. 196/2003) and any other applicable laws and regulations (including the EU Regulation No. 679/2016 "GDPR"). In particular, all the data shall be lawfully, correctly and transparently processed, towards the Buyer, in compliance with the general principles provided by Art. 5 GDPR and specific security measures shall be obeyed to prevent the data loss, illegal or not correct usages and unauthorized access. The Seller informs the Buyer to be the data Controller and that the Buyer's personal data shall be collected and processed only for the performance of this agreement and for the time necessary to fulfill the purposes they have been collected for and in accordance with Seller's applicable retention policy/procedure. In particular, these data shall be processed to fulfill with our pre-contractual and contractual obligations (Art. 6(1)(b) GDPR), to comply with legal requirements (including tax, law and/or regulatory obligations resulting from a European regulation or an authority order) (Art. 6(1)(c) GDPR) or



for the purposes of our legitimate interest (such as improve the quality and the functioning of our business; establish, exercise or defend our rights etc.) (Art. 6(1)(f) GDPR). The lack of the abovementioned data provision makes the establishment of the relationship with the data Controller impossible. Such data may be transferred outside the European Economic Area (EEA); in such event, we will implement appropriate or suitable safeguards (such as EU Commission approved Standard Contractual Clauses) to protect that personal data.

The personal data processing is realized throughout the ways provided under Art.4(2) GDPR and specifically the collection, registration, organization, storage, consultation, processing, modification, selection, extraction, comparison, use, inter-connection, block, communication, cancellation and wiping. This processing is realized on paper and/or electronic support by authorized persons pursuant to Art. 29 GDPR (also external persons or entities operating as independent Data Processor and Data Controller including by way of example consultants, banks, etc.). Pursuant to Legislative Decree No. 196/2003 and GDPR, the Buyer has the right to ask to the Seller, where appropriate, access to its personal data, update, correction, integration, cancellation, restriction of the processing and data portability, lodge a complaint to the Data Protection Authority and - where we rely on our legitimate interest to process your personal data - the right to object to the processing of your personal data, as specified and subject to certain limitations and exceptions under applicable law.

### **Approval of clauses**

Pursuant to and for the purposes of Articles 1341 of the Italian Civil Code, the Buyer, after careful examination, specifically approves the following provisions of the General Sales Conditions: Section 2 (Confidentiality), Section 4 (Terms of orders and delivery), Section 5 (Warranty for Defects), Section 6 (Cases of discharge of Seller's responsibility), Section 7 (Prices – Payment conditions) and Section 11 (Applicable law - Jurisdiction).