

**Pouch Partners s.r.l. • Via Campo di Maggio 22 • 21020 Brunello (VA) • Italy**  
**General Terms and Conditions of Purchase**

**1. Scope of the General Terms and Conditions of Purchase**

1.1 All orders of goods, performances and other services, placed by Pouch Partners S.R.L. (hereinafter "Pouch Partners"), are exclusively subject to the following terms and conditions, unless agreed otherwise in an individual case in written form.

1.2 These General Terms and Conditions of Purchase are also valid for future business transactions, even if Pouch Partners does not explicitly refer to these terms and conditions.

1.3 In these General Terms and Conditions of Purchase, the respective business partner of Pouch Partners will be referred to as "Supplier", notwithstanding the nature of the respective contract and the respective status of the business relationship. Pouch Partners and the Supplier shall be hereinafter also referred to as, individually, the "Party" and, collectively, the "Parties".

1.4 Any provisions to the contrary, as well as any deviations in the order confirmation of the Supplier, will not be deemed acknowledged by Pouch Partners, but shall only be valid and binding upon Pouch Partners if they have been explicitly acknowledged by Pouch Partners in written form.

1.5 The fulfilment of the order by the Supplier shall be deemed as acceptance of these General Terms and Conditions of Purchase, even if the Supplier has confirmed the order with deviating terms and conditions.

1.6 The General Terms and Conditions of Purchase shall be an integral part of the respective contract and order, it being understood that for the purpose hereof reference to the General Terms and Conditions of Purchase shall include any contracts and/or orders between Pouch Partners and the Supplier.

**2. Order and Contract Conclusion**

2.1 Pouch Partners' orders shall be legally binding only to the extent placed in written form. Verbal orders, changes or amendments to the order shall be binding subject to being confirmed by Pouch Partners in written form.

2.2 The drawing(s) and technical data sheet(s) on which the Parties have agreed, including tolerance specifications, shall be binding.

2.3 Pouch Partners shall not be bound by obvious errors, typographical and computational errors in the documentation, which Pouch Partners has provided. The Supplier is obliged to review the provided documentation and notify Pouch Partners of such errors, so that the order can be corrected and renewed by Pouch Partners. This shall also apply to missing documentation.

2.4 If the order is preceded by an inquiry by Pouch Partners and an individual offer by the Supplier, the Supplier guarantees that the goods and/or services described in the offer correspond exactly to the requested quantity and quality. In the case of deviations, the Supplier must have indicated in the offer any said deviations from the inquiry by providing an explicit written note.

2.5 The Supplier shall be deemed to have accepted these General Terms and Conditions of Purchase either explicitly by a written statement or implicitly by complete or partial fulfilment of the order.

2.6 The Supplier guarantees that the goods and/or services comply with all applicable laws and regulations, the contractual agreements and all specifications of Pouch Partners, and that the technical material is compliant with the latest state of the art.

**3. Invoicing, Pricing and Taxes**

3.1 The Supplier shall submit an invoice to Pouch Partners that complies with all legal requirements, for the goods supplied and/or for the services rendered.

3.2 Invoices shall be sent in duplicate after performance of the services / after shipment, separately from the goods or at Pouch Partners' request, by e-mail, to a specific invoice e-mail address, which Pouch Partners has provided.

3.3 Only the agreed price according to Pouch Partners' order shall be binding and shall prevail over any Supplier's price list or invoice price. Prices include applicable fees, taxes (excluding VAT), duties, levies commissions and other charges, unless otherwise agreed in writing.

3.4 In the event of a subsequent reduction of the agreed price, the Supplier is obliged to issue an invoice or credit note that complies with all legal requirements.

3.5 Pouch Partners accepts VAT amounts subsequently invoiced by the Supplier only to the extent that Pouch Partners is able to assert these VAT amounts at the relevant tax authority on the basis of applicable statutory laws and provisions and that Pouch Partners actually receives a tax refund. Payment to the Supplier does not take place before Pouch Partners has received the tax refund by the tax authority.

**4. Delivery Period**

4.1 The agreed delivery/performance periods or delivery/performance dates shall always be binding. Time, whenever mentioned, shall be of the essence for the purposes of these General Terms and Conditions of Purchase, both as regards the dates and periods specifically mentioned and as to any dates and periods as may be amended by agreement in writing between the Parties.

4.2 For goods, the Parties shall agree on a specific delivery date(s).

4.3 For services, performance periods/dates shall run from the date of the order. Alternatively, the Parties may agree on a specific performance period(s)/date(s).

4.4 Within the delivery period / on the delivery date, the goods must have been delivered by the Supplier and received at the place of receipt specified by Pouch Partners.

4.5 Within the performance period / on the performance date, the services must have been provided by the Supplier to Pouch Partners.

4.6 Without prejudice to Articles 7 and 10, in case of imminent delays in delivery/performance, the Supplier shall notify Pouch Partners without delay and obtain Pouch Partners' decision about maintaining the order.

4.7 If the order does not provide for a final term of delivery/performance, then Pouch Partners shall be entitled to either claim fulfilment and compensation for damages due to late delivery, after setting a maximum grace period of ten (10) days, or claim compensation for damages due to the non-performance or terminate the contract.

4.8 Partial rendering of services and/or deliveries does not terminate the default. In case of defective, incorrect or late delivery, Pouch Partners will be entitled to obtain replacement services and/or deliveries from a third party supplier and the Supplier shall indemnify and hold harmless Pouch Partners from and against any costs (including the difference between the agreed price and the higher price paid by Pouch Partners to a third party supplier) incurred to purchase the goods or to render the services elsewhere. The foregoing shall apply without prejudice to any further damages.

**5. Delivery Documents**

5.1 Each shipment shall include a duplicate delivery note with gross, tare and net weight. For imports, the required documentation must be provided along with the goods.

5.2 The full order number and the order date must be stated on invoices, delivery notes and in all correspondence.

5.3 If Pouch Partners requests shipping notifications, these must be delivered by the Supplier to Pouch Partners prior to the dispatch date of the delivery.

5.4 Where countries of origin or delivery of the goods deviate from the contract or in case of non-timely, incomplete or incorrectly issued documents, Pouch Partners shall be entitled to refuse acceptance, without prejudice to Pouch Partners' rights under Articles 7 and 10.

**6. Delivery and Transfer of Risk**

6.1 All shipments take place at the risk of the Supplier DDP Brunello, Italy in accordance with Incoterms 2020, unless agreed otherwise.

6.2 Any extra costs incurred by the Supplier in order to meet the delivery date, even where unexpected or arising on an urgent basis, shall be borne by the Supplier.

**7. Defective / Incorrect / Late Delivery**

The Supplier shall indemnify and hold harmless Pouch Partners from and against any extra costs and damages, incurred by Pouch Partners due to defective, incorrect and/or late delivery. This shall also apply in case of delivery to a third party specified by Pouch Partners as the recipient.

**8. Accident Prevention**

8.1 Machineries, systems and other technical devices used by the Supplier in the production of goods or in the supply of services shall be in compliance with all applicable laws and regulations, including the latest health and safety laws and regulations regarding accident prevention at the workplace.

8.2 For installation works and/or services at Pouch Partners' site, the

Supplier will comply with Pouch Partners' special factory regulations, in addition to the regulations in Article 8.1.

#### **9. Liability for Defects and Product Liability**

9.1 The receipt of the goods by Pouch Partners shall not qualify as acceptance of any defects, known or unknown, including without limitation in case the random check performed within the context of the goods inward inspection did not reveal any defects. Obvious defects shall be notified to the Supplier within two (2) weeks from delivery; latent defects shall be notified within the same term after their discovery. The date of dispatch of the notification shall apply as the reference date for the purposes hereof. Pouch Partners may issue notifications of defects even where the goods have been processed and sold.

9.2 In case of defective goods, Pouch Partners shall have the right, at its own discretion, demand cancellation of the purchase contract or reduction of the purchase price. As an alternative to the above, Pouch Partners shall be entitled to require replacement deliveries for the goods objected to, supply itself elsewhere at the Supplier's expense or have the defects remedied at the expense and risk of the Supplier.

9.3 In the case of repair activities or replacement deliveries, a new warranty period will start.

9.4 Compensation for consequential damages and/or from any breach of due diligence obligation remains reserved in any case.

9.5 The Supplier shall indemnify and hold harmless Pouch Partners and its customers from and against all product liability claims, which are based on the defective products delivered by the Supplier or on its behalf.

9.6 Details provided by the Supplier regarding measurement, weight, quality and usability of the goods will be deemed as guaranteed conditions.

9.7 Claims for defects shall be subject to the statutory limitation periods.

9.8 If, at any time (before or after the expiration of the after-sales warranty), final users, third parties or national, foreign or supra-national authorities make any claim against Pouch Partners in respect of non-compliance with regulatory standards concerning safety, health, environment and/or manufacturing and/or homologation, and/or due to alleged defects, non-compliance with regulatory standards or rules, non-reliability or lack of safety of products arising out from contract products, the Supplier shall keep Pouch Partners indemnified and harmless from any claim from the competent authorities and/or third party, without prejudice to the Supplier's own responsibilities towards the damaged third party and the authorities, where applicable.

#### **10. Contractual Penalty**

10.1 In cases of delay / late delivery, the Supplier shall pay Pouch Partners a contractual penalty in the amount of 0.5% of the order value for each initiated business day of the delay, up to a maximum of 5% of the order value. Notwithstanding and without prejudice to the foregoing, Pouch Partners shall also be entitled to claim the fulfilment of the contract. If Pouch Partners is entitled to a claim for damages due to the late delivery, Pouch Partners may demand the incurred penalty as a minimum amount of damages. The assertion of higher damages shall not be excluded by this. A delay of more than ten (10) days will be deemed a material breach giving rise to Pouch Partners' right to a penalty, plus any further greater damages.

10.2 If the Supplier culpably fails to fulfil its delivery or performance obligation, it shall pay a contractual penalty in the amount of 20% of the order value, plus repayment of amounts unduly paid for goods that have not been delivered. If Pouch Partners claims for the payment of the contractual penalty, the claim for the fulfilment of the contract shall be excluded.

10.3 If the delivered goods and/or the services rendered do not correspond to the agreements reached by the Parties, particularly the specifications defined by Pouch Partners, the legal requirements or the respective state-of-the-art, the Supplier shall pay a contractual penalty in the amount of 20% of the order value, plus repayment of amounts paid for goods lacking the agreed upon requirements. Article 9 remains unaffected.

10.4 If Pouch Partners is entitled to a claim for damages due to a violation of contract pursuant to Article 10.1 to Article 10.3, Pouch Partners may demand the incurred penalty as a minimum amount of damages. The assertion of higher damages shall not be excluded by this. The Supplier acknowledges that the penalties provided in these General Terms and Conditions of Purchase are a fair genuine pre-estimate of the minimum losses and damages that Pouch Partners may suffer in each case.

#### **11. Industrial and Intellectual Property Rights**

11.1 The Supplier guarantees that the goods, performances and/or other services delivered to Pouch Partners are free from industrial and intellectual property rights of third parties and, in particular, that the contractually envisaged use at the place of performance/destination does not infringe any third-party rights and that the creator of copyright-protected works or services has granted its consent to the granting of rights of use.

11.2 If the goods, performances and/or other services ordered by Pouch Partners infringes third-party's industrial or intellectual property rights or other third-party rights, Pouch Partners shall have the right to request from the Supplier to acquire the necessary licences or other authorisations at Supplier's own expense and Supplier shall indemnify and hold harmless Pouch Partners and its customers from and against all costs, claims, demands, liabilities, expenses, losses, disadvantages and damages, which Pouch Partners and its customers may incur from a claim due to the infringement of such third-party rights, unless Pouch Partners was aware of the infringement of third-party rights prior to the entering into these General Terms and Conditions of Purchase. It shall be the Supplier's responsibility to prove Pouch Partners' awareness.

11.3 All rights, title or interest in industrial and intellectual property rights that each Party has acquired or developed prior to or outside the scope of the contractual relationship with the other Party shall remain the exclusive property of the relevant Party. For all such existing industrial property rights, the Supplier grants Pouch Partners the irrevocable, exclusive, transferable, permanent and geographically unlimited right to use such rights covering the contractual goods, performances and/or other services (or parts of it).

11.4 If the Supplier develops or creates goods, performances and/or other services (or parts thereof) ordered by and upon request of Pouch Partners which results in new industrial property rights like designs, patents, trademarks etc. the ownership of such new industrial property rights covering the goods, performances and/or other services (or parts thereof) including the ownership of templates, samples, tools, inter alia, which the Supplier may produce at the request of Pouch Partners, will transfer to Pouch Partners including all relevant rights of use. The Supplier hereby transfers to Pouch Partners the ownership of all such new industrial property rights arising from, or in connection with, the performance of the contract, including all information and documentation related thereto. Pouch Partners shall be authorised to register, maintain or allow to lapse - fully in its own discretion - such industrial property rights covering e.g. inventions or designs, in its own name (providing the name of the inventor/designer in accordance with the respective applicable statutory provisions) and in any countries worldwide.

11.5 Where any performance or work results are copyright-protected or comparably protected works (not being covered as an industrial property right), the Supplier grants to Pouch Partners, the irrevocable, exclusive, transferable, permanent and geographically unlimited right to use such works as a whole or in part for all (known and unknown) types of use (including the right to processing and modification), without the need to name the copyright holder.

11.6 The agreed upon remuneration between Pouch Partners and the Supplier shall be deemed to include any consideration payable for the transfer and/or grant of rights hereunder; Pouch Partners may be only required to pay additional remuneration, to the extent legally prescribed. The Supplier shall indemnify and hold harmless Pouch Partners from and against any claims (also under copyright or employee invention law) by third parties in connection with the transfer or use of any performance results.

#### **12. Payment**

12.1 Unless otherwise agreed in writing, payments shall be made within ninety (90) days after receipt of the goods, performances and other services rendered by the Supplier.

12.2 If the invoice does not meet the legal requirements, Pouch Partners shall be entitled to withhold payment until receipt of a valid, accurate and verifiable invoice.

12.3 In the event an advance payment, a down payment, a payment on account, an instalment payment or a partial payment is agreed by the Parties in writing, the Supplier shall issue to Pouch Partners a corresponding invoice.

12.4 The date of forwarding payment instructions to the bank is decisive for compliance with a given payment term. If a complaint is lodged by Pouch Partners (e.g. notification of defects or incorrect invoicing), the payment term commences upon complete clarification of the complaint.

12.5 Pouch Partners shall be entitled to offset any amount owed by Pouch Partners to the Supplier with any amount owed by the Supplier to Pouch Partners and shall be entitled to exercise retention rights to the extent allowed by the applicable laws. Pouch Partners shall be also entitled to offset any amount due to the Supplier with any claims, which Pouch Partners or Pouch Partners' affiliate companies may have against

the Supplier.

### **13. Assignment**

13.1 The Supplier shall not assign, sub-contract or transfer all or any part of its rights, obligations, claims and/or receivables under these General Terms and Conditions of Purchase or sub-contract or delegate all or part of its performance under these General Terms and Conditions of Purchase to third parties without Pouch Partners' prior express written consent. Any such assignment, sub-contracting, transfer or delegation which is made without such prior express written consent shall be deemed to be invalid and shall constitute a breach of these General Terms and Conditions of Purchase.

13.2 Pouch Partners shall be entitled to assign, transfer, charge, sub-contract and delegate all or any part of its rights, obligations, claims and/or receivables under these General Terms and Conditions of Purchase and sub-contract or delegate all or part of its performance under these General Terms and Conditions of Purchase to third parties. Upon notification of such assignment of rights, obligations, claims and/or receivables, Pouch Partners shall forfeit and be released from the same, as applicable.

### **14. Order Documentation**

14.1 All documentation (drawings, designs, specifications and other documents etc.), which Pouch Partners provides to the Supplier, shall remain Pouch Partners' property. Without prejudice to Article 14.2 below, said documentation, as well as the documentation (drawings, designs, specifications and other documents etc.) prepared by the Supplier in accordance with Pouch Partners' specifications, shall not be used, duplicated or made accessible to third parties by the Supplier for purposes other than the execution of Pouch Partners' order. All the above mentioned documentation shall be protected from unauthorised use or inspection and shall be surrendered without objections promptly at any time upon request, including all duplications. Furthermore, the Supplier shall indemnify and hold harmless Pouch Partners from and against all damages incurred by Pouch Partners arising from the infringement of any of the aforementioned duties.

14.2 The Supplier shall treat the order and the associated activities, as well as any documentation, samples, etc. provided by Pouch Partners, confidentially. The existence of the business relationship itself shall not be disclosed without Pouch Partners' prior written consent.

### **15. Product Recall**

15.1 If a recall of the products produced by Pouch Partners or Pouch Partners' customer(s) using the goods delivered by the Supplier is considered necessary due to quality issues, public health risk or damage to Pouch Partners' brand or reputation (hereinafter the "Product Recall"), Pouch Partners shall be entitled to take reasonable steps to prevent the damage from occurring or to minimize its impact.

15.2 The Supplier shall reimburse Pouch Partners and, as applicable, Pouch Partners' customers, for all recall costs which are incurred by Pouch Partners and/or its customers in connection with any Product Recall, provided that this reimbursement obligation shall be in addition to any other rights and remedies of Pouch Partners under these General Terms and Conditions of Purchase and/or applicable law. Reimbursable Product Recall costs shall include, without limitation, (i) cost of products replacement or refunds for recalled products, (ii) mailing, shipping, publication, telephone, fax, printing and translation charges incurred to notify the public and customers of the Product Recall and for shipment of Pouch Partners' products back to Pouch Partners and shipment of replacement products back to customers, and (iii) labour costs to receive and handle returned products and for customer services and other costs related to the Product Recall and the return/replacement of or refund for recalled products.

### **16. Data Protection**

16.1 Each Party shall comply with the applicable data protection laws and regulations and shall implement any appropriate technical and organisational measures to ensure a level of security appropriate to the risk to protect the personal data received from the other Party from accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access, unlawful processing and/or processing inconsistent with the original purpose of the collection.

16.2 Each Party shall process the personal data received from the other Party exclusively in connection with the execution and the performance of these General Terms and Conditions of Purchase, the contracts and/or the purchase orders and/or the fulfilment of any applicable statutory provisions.

16.3 For further information in relation to the processing of person-

al data, the Parties will refer to their respective data protection information notice.

### **17. Corporate Responsibility / Code of Conduct**

17.1 The Supplier undertakes to comply with the applicable statutory provisions regarding dealings with employees, environmental protection and health and safety at the workplace, as well as to make its best efforts to render sustainable and/or reduce the implications of its activities on the environment. Furthermore, the Supplier shall observe the basic principles of the Global Impact Initiative of the UN, relating to the protection of human rights, the right to collective bargaining negotiations, the abolition of forced labour and child labour, the elimination of discrimination in hiring and employment, the responsibility for the environment and the prevention of corruption. Furthermore, the Supplier shall cause any of its suppliers to comply with the above mentioned standards.

#### a) Compliance with working conditions/minimum wage

By accepting the order, the Supplier assures that the goods delivered and/or the services rendered to Pouch Partners have not been produced and/or provided by infringing any rights of its employees, particularly, neither by means of child labour, nor by forced labour, exploitation, prison labour, or any other means in violation of human dignity. The Supplier shall employ all of the required workers for the processing of the orders, in compliance with the applicable statutory provisions. The Supplier shall pay the employees at the respective production or service site wages not lower than the applicable statutory minimum wages. The Supplier hereby explicitly represents and warrants that it does not and shall not use any illegal labour. *Ceteris paribus*, the Supplier shall be responsible for the health and safety of its employees at the workplace. The Supplier shall respect the rights of its employees to become involved in labour unions and acknowledges their right to collective bargaining negotiations.

#### b) Anti-Corruption

The Supplier undertakes to refrain from becoming involved in any form of bribery and corruption, nor to tolerate the same. Furthermore, the Supplier undertakes to take all necessary measures to prevent corruption and other criminal offences and, within the context of the business relationship, not to directly or indirectly offer advantages to third parties, nor to directly or indirectly obtain or have advantages promised to itself or others, which are, or could be, regarded as unlawful practice or as bribery. In the event of any infringement of the above obligations, Pouch Partners shall have the right to terminate the contract and demand, in which case the Supplier shall pay, a contractual penalty in the amount of 5% of the order value, without prejudice to any further rights and damages which may be claimed by Pouch Partners.

#### c) General Equal Treatment

The Supplier undertakes to provide to its employees, on a regular basis, briefings on the prevention of discrimination on the grounds of race, ethnic origin, gender, religion, ideology, disability, age and sexual identity. Upon request, the Supplier shall provide to Pouch Partners proof of having carried out such briefings. The Supplier shall indemnify and hold harmless Pouch Partners from and against all claims, actions, liabilities, losses, expenses, disadvantages and damages arising from such discrimination.

#### d) Environmental Protection

Within the context of its entrepreneurial responsibility, in relation to the production and sale of products, the Supplier shall comply with the applicable laws on protection of the environment. The Supplier specifically undertakes to only ship the goods to be delivered in such packaging, which is environmentally friendly in terms of type, shape and size and complies with the applicable packaging regulations, as amended from time to time.

17.2 In case of a breach of any of the duties listed above, without prejudice to any further damages and remedies, Pouch Partners shall have the right to grant a reasonable grace period for remedying the infringement; it being understood that in case of failure to remedy the infringement within the prescribed period, Pouch Partners shall have the right to terminate the contract.

### **18. Place of Fulfilment, Legal Jurisdiction and Applicable Law**

18.1 The place of fulfilment of all duties under this contract - also for the purposes of bills of exchange and cheques - shall be Brunello, Italy or the location of the branch of the Supplier, at Pouch Partners' own discretion. All disputes arising out of, relating to or in connection with these General Terms and Conditions of Purchase, including any contracts with and orders made to the Supplier, shall be subject to the exclusive jurisdiction of the Court of Varese, Italy. Notwithstanding the foregoing, Pouch Partners shall have the right to bring proceedings before the court where the Supplier has its principle place of business or branch.

18.2 These General Terms and Conditions of Purchase including any contracts with and orders made to the Supplier shall be governed by, and construed in accordance with, the laws of Italy, without regard to its

conflict of laws principles. The Private International Law Statute (PILS) and the UN Convention on the Contracts for International Sale of Goods (CISG) shall not apply.

#### **19. Severability**

If any term, condition, stipulation, provision, covenant or undertaking in these General Terms and Conditions of Purchase or of any legal transaction between Pouch Partners and the Supplier is or becomes, or is found by any court or administrative body of competent jurisdiction to be, illegal, void, invalid, prohibited or unenforceable, then the remaining terms, conditions, stipulations, provisions, covenants or undertakings of these General Terms and Conditions of Purchase or of any legal transaction between Pouch Partners and the Supplier shall remain in full force and effect. In such a case, the contracting Parties shall negotiate in good faith in order to make a new, valid agreement without delay, achieving as closely as possible the commercial effect of the provisions so found to be illegal, void, invalid, prohibited or unenforceable.

#### **20. Termination**

20.1 Pouch Partners may terminate the contract, or terminate the provisions of any part of the contract, by written notice to the Supplier with immediate effect if the Supplier is in default of any obligation under these General Terms and Conditions of Purchase and

- a) the Supplier has not remedied the default to the satisfaction of Pouch Partners within fifteen (15) days, or such other period as may be specified by Pouch Partners, after issuance of a written notice specifying the default and requesting it to be remedied; or
- b) the default is not capable of remedy.

20.2 Without prejudice to Articles 1453 et seq. of the Italian Civil Code and without prejudice and to any other remedy provided under these General Terms and Conditions of Purchase, Pouch Partners shall have the right to terminate, totally or partially, the contract pursuant to Article 1456 of the Italian Civil Code, with immediate effect, in the cases specifically provided under these General Terms and Conditions of Purchase and in the following cases:

- a) where the default pursuant to Article 10.1 lasts for more than ten (10) days;
- b) total or partial assignment, sub-contracting or transfer to third parties of the rights, obligations, claims and/or receivables of the Supplier or sub-contracting or delegation of all or part of its performance under these General Terms and Conditions of Purchase, without Pouch Partners' prior express written consent;
- c) breach of the Supplier's obligations set forth in Article 17.1, Paragraph b);
- d) non-compliance of the Supplier with laws, provisions and regulations, in relation to health, safety, environment and labour laws.

#### **21. Supplier's Employees**

21.1 The Supplier shall be solely responsible for payment of and shall pay when due all salaries, remuneration, and/or benefits or rights due or payable to the personnel providing services required hereunder or under applicable law including, if applicable, social security contributions and insurance charges and taxes.

21.2 The Supplier shall deliver to Pouch Partners, within five (5) days of any requests from Pouch Partners, (i) all documentation necessary to prove payment of all salaries, remuneration, and/or benefits or rights due or payable to the personnel providing services to the same including, if applicable, social security contributions and insurance charges and taxes and any other documentation required under applicable law, (ii) all necessary documentation in order to evaluate the technical-professional abilities of its employees, and (iii) a declaration of the average annual manpower, divided by qualifications, together with record of regular payment of the above mentioned amounts by the social security authorities or other relevant public authorities.

21.3 If Pouch Partners is requested to pay any amount in connection with the above as result of activities carried out by the Supplier under these General Terms and Conditions of Purchase, Pouch Partners shall be entitled to set off any amount paid against any amount still due to the Supplier.

21.4 In case of a breach of any obligations herein, Pouch Partners shall be entitled to suspend all payments to the Supplier and to terminate these General Terms and Conditions of Purchase pursuant to Article 1456 of the Italian Civil Code.

#### **22. Remedies**

All remedies available to Pouch Partners under these General Terms and Conditions of Purchase are cumulative and are not exclusive of any rights and remedies provided by law or otherwise,

and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

#### **23. Validity of these General Terms and Conditions of Sale**

The present General Terms and Conditions of Sale shall be valid without Pouch Partners express signature. For the purposes of Articles 1341 and 1342 of the Italian Civil Code, the undersigned Supplier expressly and specifically approves the present General Terms and Conditions of Sale. Any disagreements with these General Terms and Conditions of Sale shall be communicated to Pouch Partners in writing within five (5) business days after conclusion of the respective agreement or order.

\_\_\_\_\_  
Name:

Title:

For the purposes of Articles 1341 and 1342 of the Italian Civil Code, the undersigned Supplier, expressly and specifically approves the following clauses of Pouch Partners S.R.L.'s General Terms and Conditions of Purchase:

Articles 1.4, 1.5 (Scope of the General Terms and Conditions of Purchase)

Article 2.3 (Order and Contract Conclusion)

Articles 4.7, 4.8 (Delivery Period)

Article 5.4 (Delivery Documents)

Article 6.1 (Delivery and Transfer of Risk)

Article 7 (Defective / Incorrect / Late Delivery)

Articles 9.2, 9.5, 9.8 (Liability for Defects and Products Liability)

Article 10 (Contractual Penalty)

Articles 11.2, 11.6 (Industrial and Intellectual Property Rights)

Articles 12.2, 12.5 (Payment)

Articles 13.1, 13.2 (Assignment)

Article 14.1 (Order Documentation)

Articles 17.1 Paragraph b) (Anti-corruption), 17.1 Paragraph c) (General Equal Treatment) and 17.2 (Corporate Responsibility / Code of Conduct)

Article 18.1 (Place of Fulfilment, Legal Jurisdiction and Applicable Law)

Article 21.4 (Supplier's Employees).