



GENERAL TERMS AND CONDITIONS OF PURCHASE OF GOODS AND SUPPLY OF SERVICES

1. SCOPE

- 1.1 This general terms and conditions of purchase (the “**General Terms**”) shall apply to all Contracts.
- 1.2 The rules stipulated in the policies and procedures set forth by Marazzi shall also be applicable to the Purchase of Goods Contracts and to the Supply of Services Contracts.
- 1.3 The General Terms shall in any case prevail on any different general terms and conditions set forth by the Supplier.
- 1.4 Any derogation to the General Terms shall be valid exclusively if specifically approved in writing by Marazzi.

2. DEFINITIONS

- 2.1 In addition to the terms otherwise defined in this General Terms, the terms with capital letter shall have the meanings ascribed to them below. The terms defined in the plural shall be deemed as defined also in the singular and vice versa.
 - 2.1.1 “**Code of Conduct**” has the meaning set forth in article 11.4.
 - 2.1.2 “**Code of Ethics**” has the meaning set forth in article 11.4.
 - 2.1.3 “**General Terms**” has the meaning set forth in article 1.1.
 - 2.1.4 “**Contracts**” means all the Purchase of Goods Contracts and the Supply of Services Contracts.
 - 2.1.5 “**Purchase of Goods Contracts**” means all the contracts of purchase of goods by Marazzi entered into in compliance with this General Terms
 - 2.1.6 “**Supply of Services Contracts**” means all the contracts of supply of services in favor of Marazzi entered into in compliance with this General Terms.
 - 2.1.7 “**Force Majeure Event**” means an event not foreseeable and beyond the control of the party affected which has the effect of making the performance by such party of its obligations under the Contract impossible and which is not caused by negligence or willful conduct of such part, including without limitation, the following events: (a) strikes, unions conflicts; (b) fires, earthquakes, floods; (c) riots, revolts, wars, terrorist



attacks; and (d) laws, decree, restrictions, requests or government or other authority acts.

- 2.1.8 “**Forecast Planning Volume (FPV)**” means the requirements of a certain good/raw material envisaged by Marazzi based on the purchasing’s forecasts of the clients of Marazzi.
- 2.1.9 “**Supplier**” means any supplier of goods or provider of services.
- 2.1.10 “**Marazzi**” means Marazzi Group S.r.l. with sole shareholder, with registered office in Sassuolo, Viale Regina Pacis no. 39, Tax Code and VAT Code and number of registration at the Companies Registry of Modena 00611410374.
- 2.1.11 “**Model**” has the meaning set forth in article 11.4.
- 2.1.12 “**Applicable Law**” means any law or administrative piece of legislation, order, decree or judicial provision currently in force, or which entry into force is foreseeable upon delivery to Marazzi of any goods under a Contract in the countries where the products of Marazzi are marketed, to the extent that the Supplier is or should have been aware of using the ordinary diligence.
- 2.1.13 “**Open Order**” means an order issued by Marazzi to the Supplier concerning the terms and conditions applicable to possible future Closed Orders.
- 2.1.14 “**Closed Order**” means an order issued by Marazzi to the Supplier concerning the purchasing of a certain quantity of goods, or, the supplying of certain services, pursuant to the terms and conditions provided thereto, or in the relevant Open Order.
- 2.1.15 “**Semi-finished Products**” means the semi-finished products different from raw materials, including.
- 2.1.16 “**Technical Specifications**” means the technical specifications, standards, procedures and any other specific regulation from time to time provided by Marazzi to the Supplier.
- 2.1.17 “**Tooling**” has the meaning set forth in article 15.1.

3. REPRESENTATIONS AND WARRANTIES OF THE SUPPLIER

3.1 The Supplier represents and warrants:

- 3.1.1 to be aware that Marazzi and its affiliates carry out the design, development, manufacturing and marketing of tiles and tiles accessories;



- 3.1.2 to be aware that the current organization of the tiles industry requires the use of integrated organizational models (such as: just in time, self-certification, self-qualification, etc.) and a high level of co-operation between suppliers and their customers;
- 3.1.3 to be aware that Marazzi and its affiliates are primarily interested in ensuring that their products meet highly competitive levels, quality, reliability, technical update, service and costs;
- 3.1.4 to be able to contribute, through its financial and technical organization, to the achievement of the target of Marazzi under the above article 3.1.3.

3.2 The representations and warranties pursuant to this article 3 constitute an essential condition for the establishment of the supply relationship with the Supplier.

4. **PURCHASE ORDER**

- 4.1 The Contract is entered into upon receipt by Marazzi of the written acceptance by the Supplier of a Closed Order and/or an Open Order, or through the performance by the Supplier of the same Closed Order and/or Open Order.
- 4.2 The performance by the Supplier of a Closed Order and/or an Open Order implies, in any case, the unconditional acceptance of this General Terms and of any Technical Specifications set forth by Marazzi.
- 4.3 Any derogation to the provisions of a Closed Order and/or an Open Order shall be valid exclusively if specifically approved in writing by Marazzi.
- 4.4 In case of failure by the Supplier to accept a Closed Order and/or an Open Order within three (3) days from its receipt, Marazzi shall be entitled to repeal the relevant Closed Order and/or Open Order.

5. **FORECAST PLANNING VOLUME (FPV)**

- 5.1 Marazzi shall be entitled to submit to the Supplier the Forecast Planning Volume (FPV).
- 5.2 The Forecast Planning Volume (FPV) is not binding for the parties and can be used by the Supplier only for the purposes of planning the production. The Supplier shall not be authorized to undertake obligations based on the issuing by Marazzi of a Forecast Planning Volume (FPV).



- 6. DELIVERY OF GOODS AND SUPPLY OF SERVICES**
- 6.1 The goods shall be delivered and the services shall be supplied, at the Supplier's costs and expenses, at the headquarters of Marazzi or where otherwise indicated by Marazzi.
- 6.2 Notwithstanding the provision of article 1510, paragraph 2, of the Italian civil code, the Supplier shall not be released from the obligation to deliver the goods by handing them over to the carrier or the shipping company.
- 6.3 Partial or advanced deliveries of goods and/or supplies of services are not permitted, unless with the express written consent of Marazzi.
- 6.4 Marazzi shall be entitled to return to the Supplier, at Supplier's costs, expenses and risks, any good delivered in advance of the delivery date, or, to charge to the Supplier the relevant storage's costs and any other cost or expense deriving from or relating to the delivery of the goods in advance of the delivery date. Marazzi shall be entitled to settle such costs and expenses with the payments still due to the Supplier. In any case, the terms for the payment of the consideration shall start from the originally agreed delivery date.
- 6.5 The Supplier represents and warrants that the quantities of the goods delivered shall be equal to the quantities ordered by means of the Closed Order. In case of delivery by the Supplier of quantities in excess of those ordered, Marazzi shall be entitled to:
- 6.5.1 accept the delivered quantities, regardless of the differences; or
- 6.5.2 return to the Supplier, at Supplier's costs, expenses and risks, the goods delivered in excess. In this case, Marazzi shall be entitled to settle such costs and expenses with the payments still due to the Supplier.
- 6.6 The same procedure shall apply to goods not requested or delivered failing a regular order.
- 6.7 Upon completion of the supply of any service, the Supplier shall provide Marazzi with a document describing the activities performed.
- 6.8 The dates of delivery of the goods and of supply of the services indicated in any Closed Order are essential in the interest of Marazzi. Marazzi, in any case, shall be entitled, upon simple written notice to the Supplier, to modify the dates of delivery of the goods and of supply of the services indicated in any Closed Order.
- 6.9 In the event it is possible to envisage a delay in the delivery of goods or in the supply of services, the Supplier shall promptly inform Marazzi of the reasons of such delay and of the new date planned for the delivery or the supply of the services, without prejudice to any right of Marazzi for the delay pursuant to applicable law and this General Terms.



- 6.10 In case of delay in the delivery of goods or in the supply of services which is not due to a Force Majeure Event, the Contract shall be terminated by operation of law pursuant to article 1457 of the Italian Civil Code, without prejudice to the right of Marazzi to the redress of any damage and unless Marazzi, within 3 (three) days from the originally agreed delivery date, requests to the Supplier the performance of the Contract.
- 6.11 In this case, the Supplier shall pay liquidated damages pursuant to article 1382 of the Italian Civil Code for each day of delay from the originally agreed delivery date in an amount equal to 1% (one per cent) of the value of the relevant Closed Order, without prejudice, in any case, to the redress of any additional damages. It is agreed that the maximum aggregate amount of liquidated damages under this article 6.11 shall not exceed 10% (ten per cent) of the value of the relevant Closed Order, without prejudice to the right of Marazzi to terminate the Contract pursuant to the following article 15. Marazzi shall be entitled to settle the amount of the liquidated damages with any payment still due to the Supplier.
- 6.12 The title on the goods and the relevant risk shall be transferred to Marazzi upon delivery of the goods to Marazzi, or a delegated representative of the latter, in the place of delivery as indicated under article 6.1.
- 6.13 The unconditional receipt of the goods and/or of the services by Marazzi shall not constitute definitive acceptance of such goods and/or services.
- 6.14 The Supplier, contextually to the performance of the supply, shall deliver to Marazzi necessary and sufficient documentation to the regular use of the goods, including, instructions and operations manuals, installation and assembly manuals and guarantee certificates and any other document provided for under Applicable Laws.
- 7. PACKAGING AND SHIPPING**
- 7.1 The Supplier shall supply the goods under the Contract with an adequate packaging, taking into account the nature of the goods, in compliance with the best practices, duly equipped with appropriate marks, pursuant to Applicable Laws.
- 7.2 The Supplier shall adopt all the necessary measures to protect the goods against weather conditions, corrosion, loading, unloading and accidents, storage conditions, vibration and shocks.
- 7.3 The Supplier shall affix appropriate marks on the package of the goods requiring special packaging or the adoption of special precautions during unloading. The Supplier shall, moreover, inform Marazzi of the need to adopt such precautions.



7.4 In case a special packaging is required to the Supplier, the Supplier shall comply with any specification provided by Marazzi.

7.5 The Supplier shall be liable for all the expenses and/or damages incurred by Marazzi due to deficiencies in the packaging or in the shipping.

8. **INSPECTIONS**

8.1 The Supplier shall allow Marazzi and/or employees and/or representatives appointed by this latter to access to its premises and carry out inspections for the purpose of verifying the regular performance of the supply provided under a Contract.

8.2 The Supplier shall provide all the necessary cooperation for the inspections and shall provide any information and/or assistance to Marazzi.

8.3 Any inspection by Marazzi of Semi-Finished Products at any time during production shall not imply the acceptance of such Semi-Finished Products.

8.4 The Semi-Finished Products shall be carefully tested and certified by the Supplier prior the delivery, based on the relevant documents and/or on the documents indicated in the Closed Order and/or in the Technical Specifications.

9. **QUALITY**

9.1 The Supplier warrants that the goods shall be:

9.1.1 compliant with the provisions under the Contract and/or the Closed Order and/or the Open Order and/or the Technical Specifications;

9.1.2 manufactured in compliance with Applicable Laws, including environmental, health and safety regulations, as well as the labor laws;

9.1.3 free from any defect reducing their value and/or preventing or reducing their perfect functioning, safe use, or, making them not suitable, also in part, for the use to which they are intended.

9.2 The duration of the warranty of the goods under the Contract is 24 (twenty-four) months from the date of delivery. During the warranty period Marazzi shall inform in writing the Supplier of any defect or malfunctioning of the goods supplied within 15 (fifteen) days from the date of the discovery of the relevant defect or malfunctioning.

9.3 In case the goods delivered are not compliant and/or defective in breach of the foregoing article 9.1, Marazzi shall be entitled to:



- 9.3.1 request the replacement or the repair of the goods not compliant and/or defective, and, in such case, the goods shall be: (i) returned to the Supplier at its own costs, expenses and risk; (ii) promptly replaced and/or repaired with other goods; and (iii) delivered, at the costs, expenses and risk of the Supplier, at the headquarters of Marazzi, or elsewhere indicated by the latter. The goods replaced and/or repaired shall be warranted by the Supplier for a period of 24 (twenty-four) months from the day in which the replacement or repair has been positively completed to the satisfaction of Marazzi; or
- 9.3.2 terminate the Contract pursuant to article 15 below, without prejudice to the redress of any damage.
- 9.4 In case the goods are not compliant and/or defective only in part, Marazzi shall be entitled to terminate the Contract also with reference to the compliant and/or non-defective goods.
- 9.5 The Supplier warrants that the services shall be supplied:
- 9.5.1 in compliance with the provisions under the Contract and/or the Closed Order and/or the Open Order and/or the Technical Specifications;
- 9.5.2 in compliance with Applicable Laws, including environmental, health and safety regulations, as well as the labour laws;
- 9.5.3 by personnel duly qualified and skilled, using the maximum care and diligence and in compliance with the highest standards of quality.
- 9.6 The Supplier represents and warrants to have obtained all the necessary licenses, authorizations and permits for the supply of the goods under the Contract. The Supplier shall indemnify and hold harmless Marazzi from any action, claim, nuisance or disturbance, as well as from any damages, costs and expenses relating thereto (including legal costs and expenses) deriving from the breach of such warranty.
- 9.7 The Supplier warrants that all its personnel employed in performance of the Contract with Marazzi is, and shall be, in compliance with applicable labour, social security, health and safety laws, and that such personnel shall be classified and paid pursuant to the terms provided by the employment contract from time to time applicable, entered into with the relevant unions, both at national and integrative level. If, and to the extent that, the personnel of the Supplier shall carry out any activity at the premises of Marazzi, such personnel shall be exclusively subject to the directives and the directional and organizational power of the Supplier, which shall be responsible to ensure that its personnel complies with all the rules relating to the access and the use of such premises.



9.8 The Supplier shall, in particular, indemnify and hold harmless Marazzi from any payment requested to Marazzi, joint or severally, including, wages, withholding taxes, social security contributions, premiums, sanctions (criminal, administrative, fiscal or of other nature) relating to the personnel employed by the Supplier for the supply of services or due to the failure by the Supplier to comply with its obligations of social security, insurance and tax nature relating to the personnel of the Supplier and/or the possible subcontractors employed for the performance of the services in favour of Marazzi.

10. LIABILITY AND DAMAGES

10.1 The Supplier shall indemnify and hold harmless Marazzi from any action, claim, nuisance or disturbance, as well as from any damages, costs and expenses relating thereto (including legal costs and expenses) deriving from the supply of goods or of services not in compliance with Applicable Laws, including environmental, health and safety regulations, as well as the labour laws.

10.2 Marazzi shall promptly inform the Supplier of any request, claim or proceeding and Marazzi shall adopt, in this respect, any appropriate judicial or extra-court action, in any relevant seat, including convening the Supplier in the proceedings started by third parties.

10.3 The Supplier represents and warrants that (i) the production and the supply of the goods under the Contract do not violate any third party rights; (ii) the goods under the Contract are manufactured with proprietary technology and know-how and/or under valid and effective licenses from third parties; and (iii) no claim has ever be made in relation to the goods under the Contract. The Supplier shall indemnify and hold harmless Marazzi from any action, claim, nuisance or disturbance, as well as from any damages, costs and expenses relating thereto (including legal costs and expenses) deriving from breach of the representations and warranty under this article 10.3.

11. COMPLIANCE WITH ANTI-BRIBERY REGULATION

11.1 The Supplier shall comply with any law, regulation, directive and Applicable Law of any authority, governmental entity, and any other national and international institution relating to practices and offences of corruptive nature, including, rules concerning illegal payments or offers or promises of money or other benefits to public officials or persons in charge of public services for the performance of their duties or powers.

11.2 In particular, the Supplier shall comply with the US Foreign Corrupt Practices Act, the Convention on Combating Bribery of Foreign Officials in International Business Transactions of 1997, and any other Applicable Law relating to bribery.

11.3 The Supplier shall, and shall procure that its officers, directors, employees, contractors or consultants shall, not undertake, directly or indirectly, any action in the performance of any Contract and supply provided for therein, which may constitute a breach of any Applicable



Laws, and, in particular, the Supplier shall, and shall procure that its officers, directors, employees, contractors or consultants shall, not: (a) offer, make or authorize any contribution, payment or gift or other benefits to public officials or persons in charge of public services officials, employees or agents of any authority, governmental entity, and any other national and international institution; (b) make any contribution, of any nature, to any candidate to a public office.

11.4 The Supplier shall comply with the provisions of Legislative Decree no. 231/2001, as subsequently amended and supplemented. For these purposes, the Supplier represents to have examined the Code of Ethics of Marazzi (the “**Code of Ethics**”), the Supplier Code of Conduct (the “**Code of Conduct**”), and the Model of Organization, Management and Control pursuant to Legislative Decree no. 231/2001 (the “**Model**”). The Code of Ethics and the Code of Conduct are attached herewith and may be consulted on the following web site: <https://www.ragno.co.uk/download/> together with the Model. The Supplier undertakes to perform the supplies under the Contract in compliance with the rules provided under the Code of Ethics, the Code of Conduct and the Model.

11.5 The Supplier shall, and shall procure that its officers, directors, employees, contractors or consultants which will be in contact with Marazzi in the performance of the supplies under the Contract shall, promptly inform the Supervisory Body of Marazzi of any act, fact or action of which it became aware of and may constitute a crime included in the scope of Legislative Decree no. 231/2001 and imply the administrative liability of Marazzi.

11.6 In case of breach by the Supplier of its undertakings under articles 11.3 e 11.4, Marazzi shall be entitled to terminate the Contract pursuant to article 1456 of the Italian Civil Code, without prejudice to the redress of any damage.

12. **FORCE MAJEURE**

12.1 The failure by any of the parties to fulfil its obligations under the Contract shall not be imputable to such party if such failure has been caused by a Force Majeure Event.

12.2 In case of occurrence of a Force Majeure Event affecting the Supplier, the Supplier shall inform Marazzi in writing within 24 hours from the beginning of the relevant event and shall perform the relevant supply as soon as possible.

12.3 In case a Force Majeure Event shall continue for a period exceeding 30 (thirty) days, Marazzi shall be entitled to terminate the Contract.

13. **CONSIDERATION**

13.1 The consideration for the goods and/or the services is indicated in the Closed Order and/or Open Order, or results from calculations indicated in the same Closed Order and/or Open Order.



- 13.2 The consideration for the goods and the services is fixed and unchangeable for the entire duration of the Contract, and it is net of VAT. The consideration can be modified exclusively with prior written approval by Marazzi.
- 13.3 The Supplier shall in any case, upon request of Marazzi, provide to Marazzi the details of the costs for each good and service supplied under the relevant Contract.
- 13.4 Unless otherwise expressly specified in the relevant Closed Order and/or Open Order, the expenses of packaging, transport, shipping, insurance and delivery, as well as any possible indirect tax burden relating to the supply shall be borne by the Supplier.

14. **INVOICING AND PAYMENT**

- 14.1 The consideration for the goods and/or the services shall be invoiced by the Supplier upon delivery of the goods or completion of the supply of services.
- 14.2 The invoices shall be headed and sent in original as indicated from time to time in the Closed Order and/or the Open Order.
- 14.3 The invoices shall always refer to a single Closed Order and/or Open Order. In addition to the mandatory indication under applicable law, each invoice shall indicate in detail:
- a) the date and the number of the Closed Order and/or Open Order to which the relevant invoice is referred to and the number of the packaging slip;
 - b) the consideration and the applicable VAT, if any, except for the cases in which the exemption from VAT is provided under applicable tax law; in such cases a substitute written declaration with the VAT Code and Tax Code shall be sent to Marazzi;
 - c) the details of the bank account to which the consideration must be wired; and
 - d) the date and the number of the Transport Document (DDT).

In case of failure to indicate in detail any of the above elements, the invoices shall be returned to the Supplier to be completed and the relevant payment shall be suspended until receipt of the duly completed invoice.

- 14.4 Unless otherwise indicated in the Closed Order and/or Open Order, The payment of the consideration for the goods and the services invoiced under this article 14 shall be made within the term indicated in the Closed Order and/or Open Order by wire transfer to the bank account indicated in the invoice.
- 14.5 The Supplier shall accurately and duly keep the documentation relating to the goods and services supplied under any Closed Order, including the documentation relating to the goods and services to be invoiced and the payments already made by Marazzi, in compliance with the general applicable accounting principles and the Supplier shall keep such documentation, as provided by Applicable Law, for 10 (ten) years from the last payment.



14.6 The Supplier shall provide Marazzi with all the documentation and other information relating to the goods and services supplied under a Closed Order reasonably requested by Marazzi for the purposes of verifying the accuracy and the compliance of relevant Closed Order. Marazzi and any representative appointed by this latter shall be granted access to such documentation during the ordinary working hours for the entire duration of the Closed Order and the subsequent period when the Supplier shall keep the documentation as provided under the above article 14.5.

15. TERMINATION

15.1 In addition to the other cases provided for hereunder and without prejudice to the right of Marazzi to the redress of damages, Marazzi shall be entitled to terminate the Agreement pursuant to Article 1456 of the Italian Civil Code in the following cases:

15.1.1 breach by the Supplier of its obligations under articles 3, 6.1, 6.3, 7, 9.7, 11, 20.1 and 23.1.

15.1.2 in case of change of control of the Supplier.

15.2 Without prejudice to the above, Marazzi shall also be entitled to terminate the Contract, by providing the Supplier with a prior notice of termination pursuant to article 1454 of the Italian Civil Code, whereby Marazzi grants the Supplier with a cure period not lower shorter than 15 days, in other case of breach by the Supplier of its obligations under the Contract which have not been remedied within the above term.

16. WITHDRAWAL

16.1 Marazzi shall be entitled to withdraw from the Contract pursuant to article 1373 of the Italian Civil Code at any time and under its sole discretion, by providing the Supplier with a prior written notice of at least 15 (fifteen) days.

16.2 Marazzi shall also be entitled to withdraw from the Contract with immediate effect, in the event the Supplier is declared bankrupt or starts (or is submitted to) a voluntary winding up procedure, or is admitted to an insolvency procedure or enters into any agreement or with creditors.

16.3 In case of exercise by Marazzi of the right of withdrawal, the Supplier shall only receive the consideration due for the goods and services supplied until the effective date of the withdrawal.

16.4 In case of termination of this Contract for any reason, the Supplier shall cooperate with Marazzi for the purposes of the orderly transfer of the activities to the other supplier. Such cooperation shall include, without limitation, the supply of a reasonable stock of goods to Marazzi suitable to satisfy the needs of Marazzi for the period between the effective date of the termination and the start of the production by the third party supplier, the return of the



machineries, the Tooling and/or the equipments belonging to Marazzi, as well as the transfer of any design and specification relating to the goods belonging to Marazzi.

17. TOOLING - DRAWINGS

- 17.1 The drawings, materials and tooling (calipers, molds, models, samples, specific tooling, control tooling) provided by Marazzi to the Supplier or produced by the Supplier upon specific indication of Marazzi and using intellectual property and/or know-how of Marazzi for the performance of a Closed Order and/or an Open Order (the “**Tooling**”) shall remain in the exclusive property of Marazzi.
- 17.2 The Supplier shall be liable for any loss, theft, destruction or damage to the Tooling.
- 17.3 The Supplier shall:
- 17.3.1 record and identify all the Tooling as property of Marazzi;
 - 17.3.2 custody and use the Tooling with the maximum care;
 - 17.3.3 assess and monitor the compliance of the Tooling with any applicable safety regulation, in the context of its risk management organization;
 - 17.3.4 refrain from transferring or moving the Tooling except when authorized in advance in writing by Marazzi;
 - 17.3.5 allow authorized designees of Marazzi to check, during normal working hours, the Tooling’s state, its utilization and operating condition;
 - 17.3.6 not transfer at any legal title any Tooling to third parties;
 - 17.3.7 carry out, at its own expenses, ordinary repairs to the Tooling and promptly notify to Marazzi any extraordinary repair, replacement or changes needed, provided however that any decision concerning the carrying out of such extraordinary repairs shall remain within Marazzi’s discretion. Such extraordinary repairs, replacements or changes shall be made at Supplier’s expenses, except if they are due to Marazzi’s negligence or other reasons attributable to Marazzi, in which case all the relevant costs shall be borne by Marazzi;
 - 17.3.8 provide a suitable insurance cover against theft, fire, manipulation or any other cause of loss or damage;
 - 17.3.9 return the Tooling to Marazzi at any moment upon request of Marazzi, according to Marazzi’s delivery instructions.



18. **CONFIDENTIALITY**

- 18.1 The Supplier shall, and shall procure that its officers, directors, employees, contractors or consultants to which documents and information are disclosed to shall, keep any document and information relating to the Tooling, the intellectual property, the technical and commercial know how and the technical specifications provided by Marazzi in relation to Semi-finished Products, goods and services supplied under a Contract, not disclosing them to third parties and procuring that they are not used for reasons different from the performance of the relevant Contract.
- 18.2 The confidentiality undertaking hereunder shall continue for 2 (two) months from the performance of the Contract.

19. **ADVERTISING AND PROMOTION**

- 19.1 The Supplier shall not, save with the prior written consent of Marazzi, advertise or disclose in any way the entering into of an agreement with Marazzi, or use the trade mark and/or commercial name of Marazzi in its advertising or promotional materials.

20. **INSURANCE**

- 20.1 The Supplier shall enter into and maintain at its own expenses for the entire term of the Contract with Marazzi and for an additional period of 2 (two) years starting from the delivery date of the goods or the completion of the supply of the services in favour of Marazzi, a third party liability insurance policy for an appropriate amount suitable to cover any possible claim, action and proceeding relating to or deriving from the supply of the goods and services under the Contract with Marazzi.
- 20.2 Upon written request of Marazzi, the Supplier shall deliver to Marazzi a copy of such insurance policy.

21. **AMENDMENTS**

- 21.1 The Supplier shall not be entitled to amend or vary the Semi-Finished Products and in general the goods supplied under the Contract or the relevant procedures and production materials without the prior written consent of Marazzi.
- 21.2 Marazzi shall in any case be entitled, at any time, and by giving a prior written notice to the Supplier, to amend or vary the project (designs, materials and specifications), the Technical Specifications, the manufacturing, the packaging and shipping and the place of delivery of the goods and services under a Contract. In the event such amendments and variations determine an increase or a decrease in the costs or have an impact on the timing of the performance of the Contract, Marazzi shall reasonably adjust the consideration and the delivery plans, by amending the Closed Order and/or the Open Order.

22. **SUPPLY OF PATENTED GOODS**

- 22.1 The Supplier hereby represents and warrants:



- 22.1.1 to be the exclusive titleholder, or to have the lawful right to use, on the basis of a lawful title, of any intellectual property right incorporated, in whole or in part, in the goods and/or services under a Closed Order and/or an Open Order;
- 22.1.2 that the intellectual property rights under the foregoing article 22.1.1 are fully valid and effective and are not in breach of any personal or real right of any third parties; and
- 22.1.3 there are no claim of any kind on the intellectual property rights under the foregoing article 22.1.1.
- 22.2 The Supplier also warrants that no third-party intellectual property rights, and, in general, any applicable law, shall be breached in the performance of the supplies under a Closed Order and/or of an Open Order.
- 22.3 The Suppliers undertake to indemnify and hold Marazzi harmless, as well as defend and protect Marazzi, its officers, directors, shareholders, employees, representatives, subsidiaries or affiliates, from any action, claim, nuisance or disturbance, as well as from any damage, cost and expense relating thereto (including legal costs and expenses), by any third party claiming or alleging to be titleholder of the intellectual property rights under the above article 22.1.1, or borne or incurred by Marazzi or of which Marazzi may be held liable for, or which Marazzi shall indemnify or pay as a consequence of actions or claims concerning such intellectual property rights. For this purpose, the Supplier undertakes to carry out all the necessary or expedient actions, including legal actions, for the protection of such intellectual property rights.
- 22.4 Marazzi shall promptly inform the Supplier of any action or claim started by third parties relating to the provision under the foregoing article 22.3.
- 22.5 Upon request of Marazzi, the Supplier shall provide a written list of all its intellectual property and industrial rights or which it has the right of use, to the extent that such rights are necessary and used for the supply of goods and services in favour of Marazzi or they affect their use or sale.
23. **ASSIGNMENT**
- 23.1 The Supplier shall not assign or transfer, in whole or in part, the rights, receivables and the obligations deriving from the performance of a Contract without the prior written consent of Marazzi.
- 23.2 Marazzi shall be entitled to assign, at any time, the Contract to any of its affiliates or subsidiaries, upon prior notice to the Supplier.
24. **MISCELLANEA**
- 24.1 If any of the provisions of this General Terms is or becomes invalid or unenforceable pursuant to applicable law, or competent Courts' or arbitral rulings or awards, the validity and



enforceability of the remaining provisions shall not be impaired in any manner whatsoever, and Marazzi and the Supplier agree to modify such provision to the extent necessary to ensure its compliance with the relevant law or ruling.

24.2 This General Terms shall replace all the previous negotiations, agreements, undertakings, representations and understandings between Marazzi and the Supplier, both written and oral.

24.3 No failure or delay by Marazzi or the Supplier to exercise any right or remedy provided under these General Terms or by law shall constitute a waiver of the same or of any other right or remedy, nor shall prevent or restrict the further exercise of the same or of any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of the same or any other right or remedy. The waiver of any right or remedy under these General Terms or by law shall be valid and effective only if noticed in writing.

25. **PERSONAL DATA PROTECTION**

25.1 For the purpose of executing the Contract, Marazzi and the Supplier undertake to comply with all the obligations set out in the General Data Protection Regulation (UE) 2016/679 on “the protection of natural persons with regard to the processing of personal data and on the free movement of such data” (hereinafter “**GDPR**”), as well as, within the limits of its applicability, Legislative Decree 196/2003 (“**Privacy Code**”) and in the provisions of the Italian Data Protection Authority.

25.2 By signing this Contract, Marazzi and the Supplier, each to the extent of its respective competence, acknowledges that their own personal data and/or of their employees and/or collaborators involved in the activities referred to the Contract, will be communicated to the other Party and processed by the latter as an autonomous Data Controller for purposes strictly functional to the setting up and execution of the Contract.

25.3 In particular, the Supplier acknowledges that Marazzi will process his personal data of the Supplier and/or of its employees and/or collaborators, involved in the activities referred to the Contract, as autonomous Data Controller for the purposes and in accordance with the modalities specified in the information notice provided pursuant to Articles 13 and 14 of the GDPR, which the Supplier undertakes to bring to its employees’ and/or collaborators’ knowledge.

25.4 Without prejudice to the above and taking into account the content and type of services object of the Contract, if the performance of the same Contract implies the processing by the Supplier of personal data whose Marazzi is Data Controller and to be performed on behalf of the latter, the Supplier agrees to accept the qualification of “Data Processor” pursuant to Article 28 GDPR, if requested to do so by Marazzi, on the basis of the model contract for designation as data processor.



26. NOTICES

26.1 All notices, including judicial notices, relating to any Contract or this General Terms Agreement shall be sent in writing by registered letter or telegram, anticipated by e-mail, and shall be deemed validly and effectively sent to Marazzi at Marazzi Group S.r.l., 39, Viale Regina Pacis, 41049 – Sassuolo (Italy), Tel: +39.0536 860 111, Fax: +39. 0536 560 644 , PEC: ufficio.acquisti@pec.marazzigroup.com for the attention of Purchasing Department, or to a different address, telephone, PEC and/or fax which Marazzi will have provided to the Supplier through written notice by fax or by e-mail.

27. GOVERNING LAW AND JURISDICTION

27.1 This General Terms and the Contracts shall be governed by and construed in accordance with Italian law. The United Nation Convention on Contracts for the International Sale of Goods of 1980 (Vienna Convention) is expressly not applicable.

27.2 All disputes arising out of or in connection with this General Terms and the Contracts shall be reserved to the competence of the Court of Modena.

21.01.2020