

GENERAL CONDITIONS OF SALE

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The relations between HME Brass Italy S.p.A., with registered office in Serravalle Scrivia (AL), via Cassano n. 113, registration code, VAT number, and registration number in the Alessandria business register: 05543980485, a single-member company subject to the management and coordination of Hailiang Netherlands Holding B.V. pursuant to Article 2497 of the Italian Civil Code ("HME") and its customers (the "**Customers**") in relation to the manufacture, supply, and sale of Products (as defined below) – by means of Processing Sale and/or Full Price Sale (as defined below) – are governed exclusively by these general conditions of sale (the "**General Conditions**"), by the Order (as defined below) if and only to the extent confirmed by the Order Confirmation (as defined below), without the need for an explicit reference to these General Conditions.

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1. DEFINITIONS - INTERPRETATION

1.1. Capitalized terms shall have the following meaning:

- (a) "**Civil Code**": refers to the Italian Civil Code approved by Royal Decree no. 262 of 16 March 1942, as subsequently amended and supplemented, in the text in force as of today;
- (b) "**Processing Conditions**": in the case of Processing Sale, indicates the Consideration due by the Customer for the quantity of Products ordered by the Customer in the Order.
- (c) "**Order Confirmation**": indicates the summary communication of the terms of the Order sent by HME to the Customer and containing the indications referred to in the following paragraph 5.3.1;
- (d) "**Confirmation of Fixation**": has the meaning set out in paragraph 5.2.2.
- (e) "**Contract**": jointly refers to these General Conditions, the Order and the Order Confirmation.
- (f) "**General Conditions Version Date**": indicates the date of the General Conditions applicable from time to time, as indicated in the Order Confirmation by HME;
- (g) "**Delivery Note**": means the transport document, which HME must issue in duplicate, containing at least the following data: (i) sequence number; (ii) date of issue; (iii) identification of the Customer (name/company name, registered office, VAT number and contact details); (iv) identification of the Carrier (name/company name and registered office) and place of departure of the shipment; (v) identification of the Products, indicating the type and weight and (vi) indication of the type of Supply;

- (h) "**Force Majeure Event**": means any unforeseen and unpredictable event, which cannot be overcome with ordinary diligence and is beyond any reasonable control of HME, which prevents the execution of any Order by HME, including, but not limited to, mobilizations, war events, natural events, measures by national or supranational authorities or institutions, import, export, transit bans, earthquakes, floods, explosions, pandemics, epidemics and the like, production stoppages imposed by health or public authorities in general, riots, strikes, labor disputes, production accidents in its own premises or that of its suppliers, scarcity of energy or raw materials;
- (i) "**Fixation**": has the meaning set out in paragraph 5.2.1.
- (j) "**Supply**": indicates the supply of Products by HME to the Customer governed by the Contract;
- (k) "**Business Day**": indicates any day, except Saturday and Sunday, on which banks are open to the public for business activities in Serravalle Scrivia (AL);
- (l) "**HME Group**": indicates any subsidiary and/or parent company and/or under common control and/or owned by HME;
- (m) "**Catalog**": indicates the Products manufactured by HME at the time the Order is issued by the Customer and which, therefore, may be subject to it.
- (n) "**Raw Material**": indicates the raw material necessary for the manufacture of the Products subject to each Order;
- (o) "**General Conditions Version Number**": indicates the identification number of the General Conditions applicable from time to time, as indicated in the Order Confirmation by HME;
- (p) "**Order**": indicates the communication to be sent by the Customer to HME containing the indications referred to in paragraph 5.1 below;
- (q) "**Party**" or "**Parties**": indicates HME or the Customer or both, depending on the context;
- (r) "**Products**": indicates the products, among those in the Price List, manufactured by HME in execution of the Contract;
- (s) "**Fixation Term**": has the meaning set out in paragraph 5.2.2.
- (t) "**Fixation Value**": has the meaning set out in paragraph 5.2.1.
- (u) "**Carrier**": indicates the carrier selected at the sole discretion of HME for the delivery of the Products.

- 1.2. The division of this document into sections, articles and paragraphs, as well as the inclusion of titles, is intended solely to facilitate consultation and should not affect the interpretation of this document. All references to "Sections", "Articles", and "Paragraphs" contained in this document shall be deemed as references to sections, articles, and paragraphs of this document, unless the context requires otherwise.
- 1.3. The expression "*including*" and the like are to be interpreted in a merely illustrative and not exhaustive sense. Words denoting gender include all genders; the singular includes the plural and vice versa.
2. **APPLICABLE LAW**
- 2.1. The General Conditions govern:
- (i) the purchase by the Customer of Products manufactured by HME using the necessary Raw Material made available by the Customer (the "**Processing Sale**"); and
 - (ii) the purchase by the Customer of Products manufactured by HME using Raw Material made available by the latter, subject to Fixation (as defined below) (the "**Full Price Sale**"),
- (the Processing Sale and the Full Price Sale, jointly, are the "**Supplies**").
- 2.2. The General Conditions apply to each Supply, prevailing over any (i) derogation, (ii) modification, (iii) addition, (iv) clause differing from the General Conditions possibly affixed by the Customer in its own (1) general conditions, (2) orders, (3) commercial documents or (4) in any other document (collectively, the "**Modifications**"). Any Modification will be binding between the Parties only if and to the extent that such Modification has been inserted by the Customer – for the sake of clarity, in writing – in the Order and has been accepted by HME with the Order Confirmation. Without prejudice to the foregoing, the Customer, therefore, acknowledges from now on these General Conditions as binding and prevailing even if the same Customer refers, in the Order or in another correspondence or elsewhere, to any other supply condition.
- 2.3. The General Conditions applicable to each Supply are those in force on the date of the Order Confirmation, as identified therein through the General Conditions Version Number and the General Conditions Version Date.
3. **CONCLUSION OF THE CONTRACT**
- 3.1. The Contract between the Parties, governing the Supply, is concluded exclusively upon acceptance by HME, by means of a specific Order Confirmation sent pursuant to paragraph 5.3.1, of the Order issued by the Customer. Without prejudice to the provisions of this paragraph, it is understood that, upon issuance of the Fixation Confirmation, the Customer will be required to comply with the obligations of the Contract, including, for the sake of clarity, those set forth in the subsequent paragraphs 5.2.4, 5.2.5 and 5.2.6.
- 3.2. In the event that the Customer places an Order or a Fixation through its employees, agents and/or subcontractors, HME shall in no way be held responsible for verifying the authorization of such employees, agents and/or subcontractors, to place such Order and/or Fixation, nor shall it be held liable to the Customer for any losses incurred by the latter due to the execution of the Order and the Fixation by HME.
4. **OBJECT**
- 4.1. The Products subject to the Supplies under the Contract are exclusively those listed in the Catalog, as indicated by the Customer in the Order and confirmed by HME in the Order Confirmation. It is understood between the Parties that HME shall be required to supply the Products to the Customer solely in accordance with the methods, qualities and characteristics more specifically detailed in the Order Confirmation. It is understood that any subsequent modifications and/or additions requested by the Customer to the content of the Order Confirmation will bind HME only if previously accepted by it pursuant to paragraph 5.3.2 below.
- 4.2. Any requests by the Customer for modification and/or addition to the realization of the Products after the conclusion of the Contract must be made in writing. HME reserves the right to accept or decline, at its sole discretion, the aforementioned requests by written communication, according to the timeframes necessary for the latter to verify the technical feasibility of the modifications and/or additions. It is understood between the Parties that:
- (i) HME shall in no way be deemed to be in breach of this Contract for any delays in the delivery of the Products resulting from the activities necessary to verify the technical feasibility of the modifications and/or additions to the Products requested by the Customer;
 - (ii) any cost or charges necessary to implement the modifications and/or additions shall be borne exclusively by the Customer and will be calculated based on the rates in force at HME from time to time.
5. **ORDER PROCEDURE**
- 5.1. **Processing Sale**
- 5.1.1. In the case of Processing Sale, the Customer must send HME a fully defined Order in all its parts, specifying the following:
- (i) the requested Products, with specifications of their characteristics, and the relative quantity;
 - (ii) the Processing Conditions;
 - (iii) the time required for the delivery of the Products;
 - (iv) the delivery location;

(v) any special conditions proposed.

It is understood that in no case shall the Order be binding on HME before its express acceptance pursuant to paragraphs 5.3.1 and 5.3.2 below.

5.1.2. The Customer will deliver to HME the Raw Material necessary to manufacture the Products, in the quality and quantity indicated in the Order Confirmation, according to the methods (including the place of delivery and the allocation of costs) and the timing previously agreed upon between the Parties.

5.1.3. HME reserves the right to verify the conformity of the Raw Material delivered by the Customer with the specifications indicated in the Order Confirmation. In case of non-conformity, HME will notify the Customer within 15 (fifteen) Business Days and, at its sole discretion, may alternatively: (i) modify the amount of the Consideration; (ii) reduce the quantity of Products sold; (iii) request the Customer to replace the Raw Material supplied; or (iv) cancel the Order, without any compensation being due to the Customer for any reason.

5.2. Full Price Sale

5.2.1. In the case of a Full Price Sale, the Customer must request HME, even verbally, to reserve in its favor (the "**Fixation**") a certain quantity of Raw Material (the "**Raw Material Subject to Fixation**") at the value per ton previously agreed upon between the Parties (the "**Fixation Value**"). Under the terms and conditions of the following paragraphs, the Fixation Value will be used as a parameter for determining the Consideration for all Orders that the Customer submits to HME within the Fixation Term (as defined below).

5.2.2. Within 2 (two) Business Days from the Customer's Fixation request, HME will send the Customer a communication on its preprinted form containing: (i) confirmation of the Fixation; (ii) indication of the quantity of fixed Raw Material fixed and the Fixation Value; (iii) specification of the timeframe within which the Customer will be obliged to submit to HME one or more Orders for the manufacture of a quantity of Products sufficient to exhaust the Raw Material Subject to Fixation (the "**Fixation Term**"); and (iv) a reference to these General Conditions, with specific indication of any applicable unfair terms (the "**Fixation Confirmation**").

5.2.3. At any time after the Fixation and, in any case, within the Fixation term, the Customer may send HME the Order, fully defined in all its parts, specifying the following:

- (i) the requested Products with specification of their characteristics;
- (ii) the quantity of Products requested;
- (iii) the time required for the delivery of the Products;
- (iv) the delivery location; and
- (v) any special conditions proposed.

It is understood that in no case shall the Order be binding on the Seller before its express acceptance pursuant to paragraphs 5.3.1 and 5.3.2 below.

5.2.4. Within and no later than the Fixation Term, the Customer shall be obliged to submit to HME one or more Orders for the manufacture of a quantity of Products sufficient to exhaust the Raw Material Subject to Fixation (the "**Fixation Exhaustion Obligation**"). However, it is understood that, if the Customer submits to HME one or more Orders that can only be fulfilled by processing a quantity of Raw Material greater than the Raw Material Subject to Fixation, the Order cannot be confirmed for the sole excess quantity unless the Customer makes an additional Fixation request pursuant to the preceding paragraphs.

5.2.5. If the Customer fails to comply with the Fixation Exhaustion Obligation, HME may send a communication to the Customer urging them to place an Order (the "**Residual Order**") within the following 15 (fifteen) Business Days to purchase the necessary quantity of Products to fully utilize the remaining portion of the Raw Material Subject to Fixation (the "**Residual Fixation Portion**").

5.2.6. If the Residual Order is not submitted pursuant to the previous paragraph 5.2.5, HME will be entitled, at any time and at its sole discretion, to close the Fixation, without the Customer being able, for any reason, to request compensation or payment of sums (the "**Fixation Closure**"). Should HME incur a loss due to a decrease in the value of the Raw Material compared to the Fixation Value as a result of this operation, HME will be entitled to request payment from the Customer, through the issuance of an invoice, for the difference between the Fixation Value and the lower of (i) the value of the Raw Material at the expiry of the

Fixation Term and (ii) the value of the Raw Material on the date of the Fixation Closure. In addition, the Customer will be required to pay HME an additional amount, as a penalty, equal to 1% (one percent) of the Consideration for the purchase of the Residual Fixation Portion.

- 5.2.7. Without prejudice to the Customer's right to open multiple Fixations in the same period of time, it is understood that, until the first opened Fixation is exhausted, the Orders will apply exclusively to the Raw Material subject to said Fixation.

5.3. Order Confirmation

- 5.3.1. In both the case of Processing Sale and Full Price Sale, if HME intends to accept the Order sent by the Customer, within 5 (five) Business Days from its correct receipt, HME will send the Customer an Order Confirmation specifying the following:

- (i) the General Conditions Version Number and the General Conditions Version Date;
- (ii) the consideration for the purchase of the Products;
- (iii) the deadline by which the Consideration must be paid;
- (iv) the details of the HME bank account into which the Consideration must be paid;
- (v) the tolerance standards applicable to the Products;
- (vi) the applied Incoterms criterion;
- (vii) any changes that HME deems necessary in order to correctly fulfill the Order (to be included in the special conditions section).

- 5.3.2. Any requests for changes to the Supply with respect to what is indicated in the Order Confirmation must be submitted by the Customer no later than 1 (one) Business Day from the receipt of the latter. In this case, the requested changes will become final only following the issuance of a new Order Confirmation by HME. In the absence of requests for changes received by HME within the aforementioned deadline, the terms set out in the Order Confirmation will become binding between the Parties.

- 5.3.3. HME reserves the right not to accept the Order placed by the Customer at any time and for any reason (including, but not limited to, cases where the Order does not indicate the correct Consideration or delivery term for the Products, or where it

contains conditions and specifications that differ from the Commercial Offer or these General Conditions). The signing of these General Conditions by the Customer does not imply any obligation for HME to accept the Orders issued by the Customer or to sell the Customer a minimum quantity of its Products.

6. CONSIDERATION, PAYMENT AND INTEREST

- 6.1. The consideration that the Customer must pay to HME for the purchase of the Products – through Full Price Sale or Processing Sale, as the case may be – is the price indicated in the Order and confirmed in writing by HME in the Order Confirmation (the "**Consideration**"). The Consideration thus identified will be fixed and binding on the Parties, without prejudice to the provisions of paragraph 6.3 below.

- 6.2. Without prejudice to the provisions of paragraph 8.2 regarding the transfer of risk, the Customer will become the owner of the Products only upon full payment of the Consideration indicated in the invoice issued by HME. The retention of title shall also apply in the event that the Customer is subject to insolvency or pre-insolvency proceedings.

- 6.3. HME will also have the right to (i) increase the Consideration at any time, (ii) request a financial contribution from the Customer or (iii) withdraw from the Contract without penalty in the event that (1) there has been, after the conclusion of the Contract, an increase in the costs of the Raw Material and/or manufacturing of the Products and/or (2) when circumstances of any nature – including, but not limited to, a Force Majeure Event – prevent the realization of the Products or make it extremely difficult and/or more onerous.

- 6.4. If the Parties agree that the Consideration will be paid in a currency other than Euros, the Customer shall bear the exchange rate risk from the date of the Order Confirmation until the date of full payment of the Consideration.

- 6.5. It is understood that the Consideration, unless otherwise agreed in writing between the Parties, will include shipping, transport, insurance, packaging and certification costs. The Consideration does not include VAT and/or any other tax or duty due in relation to the sale of the Products; the Customer will in any case be required to reimburse any amounts advanced by HME as payment of the above, with direct payment.

- 6.6. The Consideration must be paid within the term specified in the Order Confirmation, into the bank account that will be indicated by HME in the Order Confirmation, upon issuance of a regular invoice.

- 6.7. For any delay in payment, the Customer will pay default interest under the terms and conditions set forth in Articles 4 and 5 of Legislative Decree no. 231 of 9 October 2002 (the "**Decree**"), as well as any recovery costs according to Article 6 of the same Decree. In the event of non-payment, incorrect payment or late

payment, HME shall have the right to modify the payment terms of any further supplies, as well as to suspend the execution of the Supply and terminate the Supply relationship by sending the Customer the relevant communication by registered letter with return receipt or certified email, without prejudice in any case to the Seller's right to claim damages.

- 6.8. The Customer may not under any circumstances (i) suspend or delay payments due to HME, (ii) unless otherwise agreed with HME, offset any credits it may have owe to HME, except in the case where its claims are based on a final court decision, or (iii) claim retention rights on the Products.

7. DELIVERY TERMS

- 7.1. The delivery term will be considered met with the receipt by the Customer of the Products, along with the Delivery Note.

- 7.2. The timeframes for fulfilling the Order, as indicated in the Order Confirmation, are always to be considered indicative and not binding for HME. Therefore, considering the merely indicative nature of the aforementioned terms, HME will not be liable for damages directly or indirectly caused by delayed execution or delayed or missed delivery of the Products, nor will the Customer be entitled to any compensation, for any reason.

- 7.3. In the event of delays pursuant to paragraph 7.2 above, HME commits to making all reasonable efforts – without obligation of result – to deliver the Products to the Customer as soon as possible. Even in case of delivery delays due to causes not attributable to HME, HME will inform the Customer as soon as possible, in order to agree on the appropriate actions to be taken.

8. TRANSPORT AND TRANSFER OF RISK

- 8.1. HME shall deliver the Products to the place indicated in the Order and confirmed by HME, possibly using, at its discretion, the Carrier. HME will not be held liable for the choice of the Carrier.

- 8.2. The risks related to destruction, damage, loss, spoilage, or theft of the supply will be governed by the Incoterms criterion indicated in the Order Confirmation.

9. TOLERANCES

- 9.1. The weight valid for invoicing purposes will be that measured in HME's warehouses and indicated in the Delivery Note.

- 9.2. The dimensional tolerances will be those indicated from time to time in the Order Confirmation. In the absence of specific indications, for the correct fulfillment of the Orders, a tolerance on the difference between the weight of the Products indicated in the Order Confirmation and the actual weight is allowed:

- (i) in the case of Processing Sale: +/- 10%;
- (ii) in the case of Full Price Sale: +/- 10%.

- 9.3. The aforementioned dimensional differences of the Products compared to what is indicated in the Order Confirmation - if within the tolerance thresholds referred to in paragraph 9.2 above, rounded down - will not entitle the Customer to file a Complaint (as defined below).

10. COMPLAINTS

- 10.1. If the Products supplied differ in quantity (including size), quality, or type from those indicated in the Order Confirmation, the Customer, under penalty of forfeiture, must send HME a written complaint specifying the discrepancies found (the "**Complaint**") within and no later than 10 (ten) Business Days from the date of delivery of the Products resulting from the relevant Delivery Note. The notification of hidden defects must be made in the same manner as described in this paragraph 10.1 within the terms of Article 1495 of the Civil Code.

- 10.2. If the Complaint is made promptly and is found to be justified following verification by HME's technicians, the latter will be obliged, unless otherwise agreed between the Parties, to replace the Products found to be non-conforming or defective (upon their return by the Customer), excluding in any case indemnity payments, as compensation for damages of any nature.

- 10.3. The Customer will forfeit the right to submit any Complaint if they do not immediately suspend the processing or use of the contested Products.

- 10.4. In any case, HME will not be responsible for the applications or any operations to which the Products will be subjected after the completion of the sale subject to the Order Confirmation.

- 10.5. It is understood that the mere submission of a Complaint pursuant to this Article shall not entitle the Customer to suspend payment of the Consideration.

11. WARRANTY OF CONFORMITY AND CERTIFICATIONS

- 11.1. HME guarantees the conformity of its Products with current regulations and commits to providing, upon written request from the Customer, evidence of the obtaining of the appropriate certifications within the limits of its own practice.

- 11.2. The Customer may request HME to provide different or additional certifications for the Products, it being understood that HME does not in any way guarantee the issuance of the same.

12. FORCE MAJEURE

- 12.1. HME shall have the right to withdraw from the Contract without any penalty and not to execute the Orders submitted by the Customer and confirmed by a specific Order Confirmation in the event of a Force Majeure Event.

- 12.2. It is understood that if HME exercises the aforementioned right of withdrawal, the Customer will not be entitled to any compensation, indemnity, remuneration or reimbursement of any kind, and must

pay for the Products already manufactured according to the methods outlined in Article 6 above.

13. TERMINATION

13.1. Without prejudice to the provisions of paragraph 6.7 above, HME shall have the right to terminate the Contract without any penalty (and, therefore, shall not be required to execute the Orders submitted by the Customer and confirmed by a specific Order Confirmation) in the following cases (each constituting a "Right of Termination"):

- (i) if the Customer violates any provision of the Contract (meaning the General Conditions, the Order and the Order Confirmation jointly) and fails to remedy such violation within 15 (fifteen) calendar days from the relevant notice to comply sent by HME;
- (ii) if the Customer fails to pay the Consideration in whole or in part as provided in Article 6 above and within the term indicated therein;
- (iii) if HME becomes aware of the existence of protests against the Customer, as well as the initiation of liquidation proceedings, monitory, ordinary, insolvency proceedings, including out-of-court proceedings;
- (iv) if the Customer is subject to executive acts or other judicial measures that may damage its corporate and commercial image or otherwise constitute a detriment to HME's business or commercial structure;
- (v) if the Customer's financial and/or economic conditions become such as to endanger the achievement of the consideration due to HME under the Contract;
- (vi) if events and/or circumstances occur that are likely to substantially alter the state of the markets, the value of the currency and the conditions of the Italian industry;
- (vii) if HME has reasonable grounds to believe that any of the events referred to in the preceding subparagraphs (i), (ii), (iii), (iv), (v) and (vi) is about to occur.

13.2. It is understood that if HME exercises the Right of Termination, for any reason, the Customer will not be entitled to any compensation, indemnity, remuneration or reimbursement of any kind, and must pay for the Products already manufactured pursuant to Article 6 (for the sake of clarity, unless payment has already taken place).

14. FINAL PROVISIONS

14.1. Intellectual Property

- 14.1.1. The Customer expressly acknowledges that all industrial and/or intellectual property rights relating to the Products (including, but not limited to, designs, technical

documentation, illustrations, indications of weights and dimensions and know-how) in whole and in any part, anywhere in the world, are and remain the exclusive property of HME (and/or third parties who may have granted specific licenses to HME).

14.1.2. The execution of the Contract shall not constitute and shall in no way be interpreted, even after the delivery of the Products to the Customer, as a transfer, even partial, and/or a grant of a license to use industrial and/or intellectual property rights owned by HME (and/or third parties who may have granted special licenses to HME).

14.1.3. The Customer undertakes to respect and not violate the industrial and/or intellectual property rights owned by HME and not to file any application for registration of industrial and/or intellectual property rights concerning, in whole or in part, the Products.

14.1.4. The Customer guarantees to HME the accuracy and truthfulness of the data transmitted to the latter for the preparation of the production and/or logistics of the Products and is liable for any damage caused to HME by the use of such data.

14.2. Confidentiality

14.2.1. The Customer is obliged to maintain the strictest confidentiality regarding all information, news, documents, data, processes, designs and/or projects owned by or otherwise held by HME and of which it becomes aware within the scope of the Contract and, in general, within the scope of its relations with HME (the "**Confidential Information**"). Therefore, without prejudice to the mandatory legal limits, the Customer undertakes, also pursuant to Article 1381 of the Civil Code for its employees and collaborators, to keep such Confidential Information confidential and not to disclose it to third parties without the prior written authorization of HME.

14.2.2. The Customer acknowledges and accepts that the confidential information referred to above, disclosed to the Customer or accessed by the Customer within the framework of the Contract, constitutes trade secrets exclusively owned by HME pursuant to and for the purposes of Articles 98 and 99 of Legislative Decree no. 30 of 10 February 2005 (as subsequently amended and supplemented) and, in any case, confidential know-how exclusively owned by HME.

14.2.3. The confidentiality obligations provided for in this paragraph shall remain effective even after the termination of the Contract, for any

	reason, and as long as the Confidential Information remains confidential as it has not become public domain.		this case, for the completion of the assignment of the contract, a written communication from HME and the assignee company informing the Customer of the contract assignment will suffice for the completion of the Contract transfer.
14.2.4.	In the event of termination of the Contract, for any reason, the Customer undertakes to immediately return to HME (or, if HME so requests in writing, to destroy) all documents and materials relating to, and/or received from, HME and/or the Products and/or the Contract that the Customer possesses as of the date of termination of the Contract.	14.5.	Tolerance
		14.5.1.	The failure to exercise any right granted to one of the Parties by the General Conditions does not constitute a waiver of that right, nor should it be interpreted as such.
14.3.	Personal Data Processing	14.6.	Modifications
14.3.1.	The personal data communicated by the Customer to HME for the execution of the Contract will be processed by HME exclusively for the purposes related to such execution as indicated in the privacy policy delivered by HME to the Customer, in accordance with Legislative Decree no. 196 of 30 June 2003 and Regulation (EU) 2016/679 (as subsequently amended and supplemented).	14.6.1.	Any modification or addition to the Contract must be made in writing and duly signed by both Parties.
14.3.2.	The data subject, whose personal data have been communicated by the Customer, may exercise the rights provided for in Articles 15 to 22 of Regulation (EU) 2016/679, i.e. the right to obtain the updating, rectification, integration, deletion, transformation into anonymous form of personal data, restriction of processing, as well as the right to object to processing and the right to access their information within the time and the manner established by law.	14.7.	Invalidity
14.3.3.	In the event that personal data provided by the Customer is processed outside the European Union, compliance with the obligations and guarantees provided for by Regulation (EU) 2016/679 will be ensured.	14.7.1.	The invalidity and/or ineffectiveness of one or more provisions of the General Conditions, in whole or in part, does not affect the validity and effectiveness of the other provisions of the General Conditions. Should any of the provisions of the General Conditions be found wholly or partially invalid and/or ineffective, without prejudice to the validity of the other provisions, the Parties will agree in good faith to replace the invalid provision with a substantially similar one in legal and economic effect.
14.4.	Assignment of the Contract	14.8.	Independence of the Parties
14.4.1.	The Customer may not transfer or assign the Contract and/or the rights deriving from it to third parties, either for consideration or free of charge, in whole or in part, in any form, without the prior written authorization of HME. It is understood that - even if HME authorizes the transfer of the Contract and/or the rights deriving from it - the Customer will remain jointly liable with the assignee to HME for the fulfillment of the obligations set forth in the Contract (including the obligation to pay the Consideration).	14.8.1.	The Parties are independent contractors. Nothing contained in the General Conditions constitutes or can be interpreted as creating an association, joint venture, employment relationship, or principal-agent relationship between the Parties.
14.4.2.	HME is hereby authorized by the Customer to transfer, in whole or in part, the Contract and/or the rights deriving from it to companies belonging to the HME Group. In	14.9.	Organization, Management and Control Model – Code of Ethics
		14.9.1.	The Customer acknowledges that HME has adopted (i) its own organization, management and control model pursuant to Legislative Decree 231/2001 (available on the website https://www.hmemetal.com/fileadmin/user_upload/CORPORATE_GOVERNANCE/Organisation_Model.pdf), (ii) a code of ethics in accordance with the principles and guidelines provided for in the aforementioned decree and (iii) a so-called "whistleblowing" procedure pursuant to Legislative Decree 24/2023. By concluding the Contract, the Customer declares that they are aware of and accept these documents in their entirety, undertaking to comply with the principles and rules of conduct contained therein.

14.10. Applicable Law and Jurisdiction

- 14.10.1. The General Conditions, as well as the Orders and Order Confirmations and any other document and/or agreement related to them, are governed by and must be interpreted in accordance with Italian law, with the express exclusion of any application of the rules governing conflict of applicable laws as well as the "*Vienna Convention of the International Sale of Goods*" of 11 April 1980.
- 14.10.2. All disputes arising out of or in connection with the General Conditions, as well as the Orders and Order Confirmations, including any dispute concerning the validity, termination, execution or breach of the General Conditions, Orders and Order Confirmations, as well as any non-contractual obligation arising out of or in connection with the General Conditions, Orders and Order Confirmations, shall be subject to the exclusive jurisdiction of the Court of Milan (Italy).

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