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APPENDIX B
STANDARD TERMS AND CONDITIONS OF
PURCHASE OF GOODS AND SERVICES

In these standard terms and conditions (“**Standard Terms**”):

“**Goods**” means goods ordered by the Purchaser from the Supplier under a Purchase Order;

“**Project Schedule**” means the schedule of delivery of the Works under a Purchase Order;

“**Purchase Order**” means an order for Goods or Services placed by the Purchaser in accordance with these Standards Terms;

“**Purchaser**” means Gradient International Holdings Pte Ltd or any of its related bodies corporate;

“**Services**” means any services to be provided by the Supplier under a Purchase Order;

“**Special Terms and Conditions**” means, if any, written terms and conditions annexed in Appendix A to a Purchase Order that are:

- (a) different from or additional to the terms and conditions set forth in these Standard Terms, and

1.1.2. Special Terms and Conditions (Appendix A of the Purchase Order);

1.1.3. these Standard Terms;

1.1.4. the Technical Specifications (Appendix C of the Purchase Order).

1.2. Any start of performance of the Contract and especially the fact of proceeding to the design, manufacture, delivery, invoice or supply of Goods and/or Services, shall be deemed to constitute the definitive acceptance of the terms and conditions of all of the documents of the Contract.

1.3. All documents other than those covered in Clause 1.1 shall not be applicable between the parties to the Contract, unless otherwise stated in the Purchase Order.

2. APPLICATION OF TERMS AND ORDERS

2.1. In consideration of the Purchaser placing a Purchase Order, the Supplier agrees to the Standard Terms, Special Terms and Conditions (if any) and Technical Specifications, which collectively apply to, and are incorporated the Purchase Order to the exclusion of any other terms and conditions contained in any quotation, conditions of sale, letter or any other document of the Supplier, unless otherwise expressly agreed in writing by the parties.

2.2. Without prejudice to Clause 1.2, the Supplier must within seven (7) days of issuance of a Purchase Order:

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2.6. The Purchaser may cancel a Purchase Order by at least five (5) business days' notice to a Supplier before the delivery date specified in the Purchase Order.

2.7. Capitalized terms used herein without definition shall have the meanings assigned to them in the Purchase Order.

3. MODIFICATIONS

3.1. The Supplier shall accept any modification that the Purchaser may legitimately require of it as regards the subject of the Purchase Order, the Technical Specifications, or deadlines for performance. The related price may be adjusted in order to take into account the said modification, based on the rates and prices indicated in the Contract or, if these are not applicable, on the basis of what is fair and reasonable.

3.2. Any modification to the Contract shall only be binding upon the parties if the said modification has been formalized through a written amendment to the Contract.

A delivery docket quoting the Purchase Order number and any other information reasonably required by the Purchaser must accompany each delivery of Goods. The Purchaser may refuse to accept delivery of Goods without a delivery docket.

4. TIME

4.4. The Works shall be performed in accordance with the Project Schedule as set forth in the Purchase Order.

4.5. The Supplier shall strictly adhere to the Project Schedule and perform the Works with due diligence as set forth in the Purchase Order; in particular the Supplier shall:

4.5.1. commence the Works on the Commencement Date; and

4.5.2. deliver the Goods no later than by the Scheduled Delivery Date of Goods; and

4.5.3. perform the Services no later than by the Scheduled Performance Date of Goods or Services.

5. PRICE AND PAYMENT

5.1. In consideration of the Works performed by the Supplier under the Purchase Order, the Purchaser shall pay a lump sum amount for the Goods and Services as described in the Purchase Order (the "**PO Price**").

5.2. Unless otherwise notified in writing by the Purchaser, all prices specified in a Purchase Order are fixed and in Euro.

5.3. The PO Price shall be paid in accordance with the Purchase Order Milestones as set forth in the Purchase Order (the "**Purchase Order Milestones**").

5.4. The Purchaser is not responsible for the cost of any delivery charges, excises, duties, labelling, cases, crates or other packaging materials unless this is specified

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- 6.2. The Supplier is responsible for any extra costs involved in delivery if the Supplier's failure to comply with the Contract requires Goods to be sent by a more expeditious method than is usual.
- 6.3. Delivery of Goods is deemed to have occurred only when Goods have been unloaded at the delivery location and the delivery has been accepted by the Purchaser in accordance with the delivery terms specified in a Purchase Order.
- 6.4. Performance of Services is deemed to have occurred only when a duly authorised representative of the Purchaser has approved the Services in writing.
- 6.5. A delivery docket quoting the Purchase Order number and any other information reasonably required by the Purchaser must accompany each delivery of Goods. The Purchaser may refuse to accept delivery of Goods without a delivery docket.

7. PACKAGING AND SHIPPING

- 7.1. The Purchaser is only responsible for returning cases or other durable packaging to the Supplier if this is specified in a Purchase Order. Such cases or packaging must be clearly marked 'returnable' by the Supplier and display the Supplier's name and return delivery address. All costs incurred by the Purchaser in the returning the cases and packaging must be borne by the Supplier. If the Supplier does not comply with the requirements of

- 7.6. Supplier shall ensure Purchase Order number, description of Goods, packing details such as weight, volume and quantity are all clearly indicated in the shipping documents.

8. TITLE AND RISK

- 8.1. Title and risk in Goods shall pass to the Purchaser on delivery in accordance with Clause 6.3, the Purchaser accepts no responsibility for any Goods that are not delivered in accordance with that Clause.
- 8.2. The Supplier is responsible for all transport and unloading costs and must insure Goods to their full insurable value and with a reputable insurer, against all risks of damage or loss prior to delivery in accordance with Clause 6.3. Goods must be delivered free of any encumbrances.

9. PRE-DELIVERY INSPECTION AND TESTING

- 9.1. The Purchaser, who may be accompanied by any person appointed thereby, may at any time during normal working hours make any inspection visit that it considers necessary to the premises where the Goods and/or Services are to be performed, to monitor or inspect the performance by the Supplier of its contractual obligations.
- 9.2. The Supplier shall promptly remedy any defects notified relating to the Goods and/or Services during the abovementioned visits as well as any defect notified to it by the Purchaser concerning its performance.
- 9.3. The Supplier shall inform the Purchaser in writing, with a minimum of seven (7)

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- shall only be considered as definitive when such tests have demonstrated the compliance of the Goods and/or the result of the Services to the requirements defined in Clause 9.
- 10.2. Where the Contract provides for an acceptance procedure in the presence of both parties, at the end of such procedure, the parties shall sign an acceptance certificate if they agree on the compliance of the Goods and/or result of the Services with the requirements of Clause 9 (the "**Acceptance Certificate**"). Such Acceptance Certificate shall be produced in two (2) originals.
- 10.3. Signature of the Acceptance Certificate without any reservations by the parties shall authorize the Supplier to invoice the Purchaser in accordance with Clause 5 on acceptance date.
- 10.4. The Purchaser may pronounce the acceptance of the Goods and/or the result of the Services, subject to reservations for all or part of the Goods and/or the result of the Services in question depending on the circumstances at the sole discretion of the Purchaser and if the non-compliances are revealed to be of an insignificant nature, especially if they do not affect the safety and/or use of the Goods and/or their environment. The Supplier undertakes to remedy any non-compliances revealed in the Acceptance Certificate within the deadline that it is stipulated therein. In such case all or part of payment due upon acceptance date may be withheld by the Purchaser until it has been established by both parties that

automatically to assign, at the time of creation of the Works IP, without any requirement of further consideration, any rights, title, or interest it or they may have in such Works IP, including any patents, copyrights or any other intellectual property rights pertaining thereto.

- 11.2. Each Party shall retain ownership of all of its ideas, conceptions, inventions, improvements, techniques, processes, or other valuable discoveries, whether patentable or not, and any original works of authorship, software, copyrightable materials, data, results, know-how, or other proprietary information that are conceived, developed, created, or acquired prior to entering into the Contract ("**Existing IP**"), regardless of whether the Existing IP is used within or to create the Works covered by the Contract. In the event that the Works requires the use of Supplier's Existing IP, Supplier hereby grants to Purchaser a worldwide, fully paid up, perpetual, irrevocable, sublicensable, assignable, non-exclusive license to use Supplier's Existing IP for whatever extent and purpose needed for the Works. Such license shall include, without limitation, the right to use and/or reproduce Supplier's operating and maintenance manuals, technical publications, prints, drawings, training manuals, and other similar supporting documentation and sales literature.

- 11.3. Supplier will not use or designate for use in connection with the Works any patented or patent-pending article, method or device which involves or requires payment of any license fee or royalty not incorporated into the purchase price payable hereunder for such Works without Purchaser's prior written approval. Supplier agrees to indemnify Purchaser against any cost or expense incurred in connection with the payment of any such license fee or royalty in the event that Purchaser's

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- Bond**”). The Performance Bond shall remain with the Purchaser until the expiry of the Warranty Period or extended Warranty Period.
- 12.2. The Purchaser may utilise the Performance Bond to make good any loss or damage sustained or likely to be sustained as a result of any breach of contract whatsoever by the Supplier, including any liquidated damages.
- 12.3. The provisions of this Clause shall not affect the rights and remedies expressly reserved herein to the Purchaser or restrict the Purchaser from claiming loss, expense, costs or damages incurred or sustained or likely to be sustained by the Purchaser as a result of any breach of contract of whatsoever nature by the Supplier.
- 12.4. If the Supplier fails or is unable to comply with Clause 12.1 for any reason whatsoever, the Purchaser has the right to withhold from the progress payments due to the Supplier the amount that would have been secured by the Performance Bond, until the Supplier complies with Clause 12.1.
- 12.5. Nothing in Clause 12.4 shall prejudice the Purchaser’s other rights and remedies with regard to the Supplier’s failure to submit or submit in a timely manner the requisite Performance Bond.

13. CONFIDENTIALITY

The Supplier must keep the terms of the Contract and any other confidential information of the Purchaser (including all technical information and drawings, data, specifications, business data and other commercially

any further notice to the Supplier, from the moment any date or deadline has been reached.

- 14.2. Subject to applicable laws, it is expressly agreed that these penalties as a result of the delay, shall be applicable without prejudice to any other rights and remedies of the Purchaser under the Contract.
- 14.3. The Supplier acknowledges and accepts that the loss or damage to be suffered by the Purchaser if the Works are not substantially completed within the time set forth in the Project Schedule or any extended time is likely to substantially exceed the liquidated damages calculated at the rate or rates in the Purchase Order and the Supplier shall therefore not be entitled to dispute such Liquidated Damages as being a penalty or that it is not a genuine pre-estimate of the Purchaser’s loss or damage. In any case, liquidated damages shall be without prejudice to the right to claim further damages.

15. DRAWINGS, SPECIFICATIONS, DESIGNS AND SOFTWARES

- 15.1. If any specifications, technical data, drawings, designs and other materials in connection with the Contract are prepared by the Supplier, its employees or any other person commissioned by the Supplier for the purpose of fulfilling a Purchase Order, the Supplier must assign all intellectual property rights in these to the Purchaser, and take any action required by the Purchaser to give effect to this Clause, including obtaining any assignment from its employees or a third party.
- 15.2. The Supplier must not copy or use any specifications, technical data, drawings,

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- 15.6. The price of the Goods shall be deemed to include the price of the relevant software, licenses and the User Information. Any and all such software required for the due fulfilment of the Contract, whether newly developed by the Supplier or by modification to existing programs, shall be available to Purchaser upon request.
- 15.7. Purchaser shall, at its discretion and without the Supplier's right to object, request said software and the Supplier shall provide the software within one (1) working day.
- 15.8. All information, descriptions, specifications, drawings and data published or otherwise given by the Supplier in relation to Goods are true and accurate.

16. MATERIALS AND LABOUR

- 16.1. If specified in a Purchase Order that the Supplier is to manufacture or otherwise obtain from any other source, including the Purchaser, dies, tools, component parts, raw materials and patterns specifically for the purpose of manufacture or assembly of Goods (**'Materials'**), or in the case of general utility Materials where they are to be charged to the Supplier as a specific priced item:
- 16.1.1. title in the Materials (if not previously vested in the Purchaser) will vest in the Purchaser when they are obtained by the Supplier; and
- 16.1.2. any price quoted by the Supplier for the Goods must include the price of Materials and, if no separately priced item is included in

- 16.7. Material rates for all materials required to complete the works shall be provided in writing by the Supplier and agreed at the commencement of the Contract.
- 16.8. Material rates shall not be subject to change for the duration of the Contract. Material rates shall include, but not be limited to, cost per meter of pipe, diameter inches or cabling installation (Supplier to provide breakdown for individual sizes, materials of construction, ratings, manufacturers), bracketry installation, instrument installation, hook ups, terminations, testing and labelling.
- 16.9. If a Purchase Order sets forth that any Materials are to be free issued by the Purchaser to the Supplier, the Supplier shall by seven (7) days written notice to the Purchaser, acknowledge receipt and acceptance of such Materials per quantity, specification and condition as stated in the corresponding Purchaser Order.

17. WARRANTIES

- 17.1. Unless the Purchase Order provides otherwise, the contractual term of the warranty shall be:
- 17.1.1. twelve (12) months from the date of the Acceptance Certificate; and
- 17.1.2. twenty-four (24) months as a maximum from the delivery of the Goods and/or performance of the Services at the Site (the **"Warranty Period"**).
- 17.2. During the Warranty Period, the Supplier shall correct or replace, at its expense, any defect notified to it by the Purchaser, within a period not exceeding two (2) working days as from the written notification sent by the Purchaser. To this end, it

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specifications documentation, specific tools, documents and other information, regardless of the medium they are on, in order to enable the Purchaser to find an alternative source of manufacture, sale, repair and/or maintenance relating to the Goods, their sub-sets, components or spare parts.

17.4. The Supplier warrants that during the Warranty Period:

17.4.1. all Goods supplied under a Purchase Order: (i) are of good and satisfactory quality, (ii) fit for their purpose or for any specific purpose the Purchaser has communicated to the Supplier; (iii) conform to any sample of a Good provided to the Supplier; (iv) are made with high quality materials; (v) are free from any hazardous substances referred to in articles 4 and 7 of the European Directive 2011/65/UE and subsequent amendments and by Legislative Decree of March 4th 2014, n. 27 and subsequent amendments; (vi) comply with all relevant US and European Union laws and regulations concerning the Goods and the laws and regulations of the country to which they are being delivered, including those relating to the restriction or prohibition of the use of certain substances; and (vii) are made with relevant best industry practice and the highest level of care, skill and diligence; and

17.4.2. all Services provided under a Purchase Order are supplied in

18.2.1. the Purchaser may notify the Supplier that it rejects the Non-Compliant Goods, giving details of the non-compliance;

18.2.2. the Purchaser may, at the Supplier's cost, dispose of or destroy the Non-Compliant Goods, return them to the Supplier or require the Supplier to dispose of or destroy the Non-Compliant Goods; and

18.2.3. if requested by the Purchaser, the Supplier must give the Purchaser a credit for the Non-Compliant Goods or repair or replace the Non-Compliant Goods within a period specified by the Purchaser.

18.3. The Supplier must comply with all lawful and reasonable requests of the Purchaser in connection with any product recall of Goods.

19. LICENCES AND PERMITS

If the fulfilment of the Purchase Order requires the Supplier to have any licence or other permit from any government or other authority, the Supplier must ensure that it holds such licence or permit.

20. COMMUNICATIONS

The Supplier must not communicate directly with any authority in relation to the Purchaser, any of its related bodies corporate, the Goods or the Services without the Purchaser's prior written approval except as required by law, nor may it refer to the name of the Purchaser or the Goods or Services for its own promotional, advertising or publicity purposes without the Purchaser's prior written approval.

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22.2. The Supplier undertakes to the Purchaser that it shall comply with all applicable laws relating to anti-bribery and anti-corruption and represents to and assures the Purchaser that it is familiar with the requirements of the UK Bribery Act 2010, the United States Foreign Corrupt Practices Act ("FCPA") and any analogous law of Singapore, the European Union and any other jurisdiction in which the Works are carried out and any similar applicable laws relating to anti-bribery and anti-corruption, that it has not and will not violate such laws, and that it neither has nor will offer, make, or agree to make, directly or indirectly, any gift or payment of any kind or any political contribution to any:

22.2.1. officer or employee of a foreign government or any department, agency, or instrumentality thereof;

22.2.2. officer or employee of a government or organization associated with a government, including any state-owned commercial enterprise;

22.2.3. person acting in an official capacity for or on behalf of any government or department, agency, or instrumentality;

22.2.4. officer or employee of a public international organization (including the United Nations, the World Bank, or the International Monetary Fund);

22.2.5. official or employee of a foreign political party or candidate for

bribery or anti-corruption, the Supplier must immediately notify the Purchaser.

22.5. Notwithstanding any other provision of this Contract to the contrary, the Supplier shall indemnify, defend and hold the Purchaser harmless from and against any and all losses and investigation costs of whatever nature incurred by the Purchaser as a result of its breach of this Clause 22.

23. INDEMNITY

23.1. The Supplier indemnifies, defends and holds harmless the Purchaser and its directors, officers, employees and agents against all claims, damages, losses, costs and expenses incurred by any of them arising out of:

23.1.1. any breach by the Supplier of a Contract; and

23.1.2. any act or omission of the Supplier or its directors, officers, employees, contractors or agents in connection with the Goods, the Services or a Contract.

24. TERMINATION ON SUPPLIER'S DEFAULT

24.1. Without prejudice to any other rights or remedies to which it may be entitled, the Purchaser may terminate a Contract by notice to the Supplier if:

24.1.1. the Supplier ceases or threatens to cease to carry on business;

24.1.2. the Supplier becomes bankrupt or goes into liquidation (whether voluntary or otherwise);

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- 24.2. The Purchaser reserves the right to suspend the performance of the Contract at any time through notification made by registered letter to the Supplier. In such a case, the Supplier may claim compensation that shall be restricted to the additional expenditure duly proven that has been directly caused by the suspension, to the exclusion of any indirect damage including loss of profit.
- 24.3. The Purchaser may terminate the Contract for convenience with at least fifteen (15) day's notice, merely by sending a registered letter to the Supplier.
- 24.4. The Purchaser may terminate the Contract if there is a corresponding contract that exists between the Purchaser and the end-user of the Goods and/or Services and that such contract is terminated.
- 24.5. In the circumstances covered in Clauses 24.3 and 24.4 above, the Supplier may claim compensation from the Purchaser on condition that it has complied with its contractual obligations, representing direct, reasonable and justified costs, legitimately incurred in the performance of the Contract until the termination thereof and that the Supplier shall otherwise have no other reasonable means of avoiding or recovering them. In no case may this compensation exceed the PO Price of the Contract.
- 24.6. The Supplier shall introduce into its own purchase orders or sub-contracting contracts linked to the Contract, similar provisions to those contained above in order to minimize the potential financial impact of the application thereof

disputes (including disputes between the Supplier and its own employees) and lack of Goods, equipment or materials will not be taken to be matters outside the control of the Supplier.

27. INSURANCE

- 27.1. Unless otherwise provided in a Purchase Order, Supplier shall provide and maintain during the term of this Contract, at Supplier's expense, the minimum limits of insurance listed below:
- 27.1.1. Workers' compensation, disability benefit, and employer's liability insurance (as applicable) in at least the minimum amounts required by and in compliance with the laws of the country where the Works is performed.
- 27.1.2. Commercial general liability insurance, including contractual liability, completed operations, hazards and explosion, collapse and underground hazard coverage with a limit of not less than Euro 1,000,000.00 per occurrence and Euro 2,000,000.00 aggregate. All such insurance policies shall provide coverage for: (a) damage to above-ground or underground property; (b) collapse of structures; (c) damage resulting from explosion or blasting; (d) damages or losses arising out of liabilities assumed, except infringement, under the indemnity provisions of this Contract; and (e) damage to completed operations.
- 27.1.3. If the Works to be performed is within or near a railroad right-of-way and other railroad facilities, Supplier's insurance shall not include any

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- liability insurance meeting these requirements for a period of two (2) years after the date of the Contract.
- 27.3. If the Works involves the handling or use of chemicals or contaminants or work areas containing pollutants or hazardous materials, pollution liability with a limit of not less than Euro1,000,000.00 per incident, Euro 1,000,000.00 aggregate to coverage damage or losses relating to environmental impairment as may have been caused by Supplier.
- 27.4. If requested by Purchaser, Supplier shall (i) provide Purchaser with a certificate of insurance indicating that the minimum types and limits of insurance have been procured by Supplier and (ii) cause its insurers to provide a policy provision providing Purchaser with a minimum of thirty (30) days written notice prior to the effective date of cancellation of, or diminution in the coverage provided by, any and all such policies.
- 27.5. If requested by Purchaser, Supplier agrees to name "Gradiant International Holdings Pte Ltd" as an additional insured on all policies (with the exception of the workers' compensation, employer's liability, and any professional liability policy). Supplier shall provide copies of such endorsements.
- 27.6. If requested by Purchaser, Supplier shall cause the underwriters of each of the insurance coverages required above to waive all rights of subrogation against "Gradiant International Holdings Pte Ltd, its client and their affiliates, directors, officers, employees, and agents" where allowed by law under each of the foregoing policies.
- 28.2. At all times, all foreign workers engaged by the Supplier for the performance of the Works must have and hold valid work visas and documentation for the jurisdiction within which the Works are to be executed.
- 28.3. Supplier shall be liable for any offences under any applicable immigration laws and regulations if any illegal immigrant is found to be so employed.
- 28.4. Before commencement of the Works, Supplier shall, on request, submit the names and documentary evidence of valid work permits of all foreign workers employed for the performance of the Works to the Purchaser and shall thereafter inform the same of any other new workers that will be employed subsequently or any workers that have been removed from the premises where the Works are to be executed.
- 28.5. The Supplier undertakes to fulfil all legal obligations and assumes full liability for any wilful and/or negligent acts attributable to its employees and/or collaborators, indemnifying and holding harmless the Purchaser from any direct or indirect liability in this regard, as well as from any burden and/or cost, including legal fees, that may arise from the Supplier's failure to comply with the obligations imposed by law or provided for in the Contract.
- 28.6. The Supplier undertakes to: a) observe the applicable collective labor agreements in force, as well as the temporary legislative provisions in force relating to the prevention of workplace accidents, the insurance of employed workers against workplace accidents and occupational diseases, and the protection, safeguarding, and assistance of workers; b) remunerate the labor employed in accordance with the applicable category or individual contracts, and to insure workers with the

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directly or indirectly, from the Supplier's failure to comply with one or more of the legal obligations referred to in paragraph 28.6 above or, in any case, from any breach by the Supplier of applicable laws and/or regulations and/or, more generally, from the execution of the Works.

28.9. In the execution of the Works, the Supplier shall comply with the provisions of the laws and regulations in force for the prevention of accidents and workplace safety, and in particular with the provisions of Legislative Decree No. 81/2008. The Supplier further undertakes to respect and ensure respect by its suppliers, subcontractors (if any and expressly authorized by the Purchaser), and third parties accessing the construction site where the Works are carried out, of all legal obligations regarding hygiene, safety and health in the workplace, construction site safety, the use of hazardous substances and materials.

28.10. Supplier undertakes to adopt any and all best solutions for the protection of personnel employed on the site where the Works are performed, including all accident prevention measures necessary to protect their safety and physical integrity, as required by law, experience, and the best technical practice. The Supplier also undertakes to exercise all caution to ensure the safety of its employees, auxiliaries, and third parties, as well as to prevent any damage to property belonging to third parties, undertaking to indemnify and hold harmless the Purchaser from any liability in this regard from now on.

The Supplier warrants that after making diligent inquiry at the date of each Purchase Order, no conflict of interests exists or is likely to arise in the performance of the Purchase Order.

30. SEVERANCE

Any part of these Standard Terms that is illegal or unenforceable may be severed and the remaining provisions of these Standard Terms continue in force.

31. ASSIGNMENT

The Supplier must not assign or transfer a Contract without the prior written consent of the Purchaser. The Purchaser may assign or transfer a Contract without the prior written consent of the Supplier, provided that such assignment is notified to Supplier pursuant to section 1407 of the Italian civil code.

32. GOVERNING LAW AND JURISDICTION

Unless otherwise agreed in writing between the parties, these Standard Terms and the Contract are governed by and construed in accordance with the laws of Italy and the parties agree to submit any dispute arising out of or in connection with this Contract to the exclusive jurisdiction of the courts of Milan, Italy.

Commented [FE1]: We suggest specifying the **Court of Milan** as the competent forum. The Italian Code of Civil Procedure provides for several criteria to determine the applicable court, which theoretically could permit the Supplier to legitimately initiate legal action in venues quite distant from Gradiant's Italian subsidiaries. Choosing the Court of Milan is also advantageous because it has greater experience in handling **commercial disputes** of the type that

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Pursuant to section 1341 of the Italian Civil Code, the Supplier expressly accepts the following clauses:

2.2, 2.3: acceptance of the Order;

2.6: cancellation of a Purchase Order;

4.1: time of the essence;

4.2: cancellation of the Purchase Order for late delivery;

5.7: payment withholding;

7.1: return of cases costs;

8.1: no responsibility for Goods not delivered in accordance with the Contract;

9.5: no release from liability;

10.4: payment withholding for non-compliances;

11.2: existing IP license;

11.3: third party claims indemnification;

12.1: issuance of a performance bond;

12.4: payment withholding for non compliance with section 12.1 of the

24.1: Termination by notice; 24.2: right to suspend the performance of the Contract;
24.3: termination for convenience; 24.4: termination for corresponding contract;
24.5: Supplier compensation in case of termination of the Contract; 24.6: provision
to be introduced in purchase orders or sub-contracting contracts;

26: Force Majeure;

27.5: additional insured; 27.6: waiving of subrogation right; 27.9: primary insurance;

28.3: Supplier liability for immigration law offences; 28.5 Supplier liability for
employees misconducts; 28.8: Supplier liability for breach of labour law regulations;
28.11: commencing or continuation of the Works in case of non compliance with
safety regulations; 28.13: Supplier liability for safety regulations non compliance;

31: Assignment;

32: Governing Law and Jurisdiction.

(date and place)

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Annexure x A:
FORM OF PERFORMANCE BOND

To: GRADIANT INTERNATIONAL HOLDINGS PTE LTD (the “**Purchaser**”).

WHEREAS on the _____ day of _____, a Purchase Order number [_____] (hereinafter called the “**Purchase Order**”) was issued to and subsequently accepted by _____ (name of Supplier) of _____ (address) (hereinafter called the “**Supplier**”) whereby the Supplier agreed to _____ (state nature of contract) for the sum of Euro _____ (amount in words) (Euro _____) (the “**PO Price**”).

AND WHEREAS the Supplier is required under the Purchase Order to provide a performance bond for the sum of Euro _____ (amount in words) (Euro _____) as a security deposit for the performance of his obligations under the Purchase Order.

We (at the request of the Supplier) hereby agree as follows:

1. We shall unconditionally, on first demand and without any reservation or objection, pay to the Purchaser any sum or sums up to a maximum aggregate of Euro _____ (Euro _____) (the “**Bond Sum**”) upon receiving your written notice of claim for payment made pursuant to Clause 4 of this Performance Bond without any proof of actual default on the part of the Supplier and without need to satisfy any other condition.

2. We shall not be discharged or released from this Performance Bond by any arrangement between the Purchaser and the Supplier whether with or without our knowledge or

ii. direct us to pay such amount (not exceeding the Bond Sum) as you may specify into an escrow account to be governed by a public notary and disbursed subject to your instructions; or

b. direct us (within the Notice Period) to extend the validity of this Performance Bond for a further period not exceeding _____ days/months (and this Performance Bond shall then expire at the end of such further period).]

4. The Purchaser may make a claim on this Performance Bond at any time and as many times as the Purchaser may deem fit by way of a notice in writing addressed to us and the same being received by us at [insert address of Bank’s notification office: _____] before the end of 90 days after the expiry of this Performance Bond.

5. We shall be obliged to effect the payment required under such a claim within 30 business days of our receipt of the written notice from the Purchaser. We shall be under no duty to inquire into the reasons, circumstances or authenticity of the grounds for such claim and shall be entitled to rely upon the Purchaser’s written notice received by us as final and conclusive and binding on us. For the purposes of this Performance Bond, “business day” means a day other than a Saturday, Sunday, or public holiday in Italy.

6. The Purchaser may make more than one claim on this Performance Bond so long as the aggregate amount specified in all such claims does not exceed the Bond Sum.

7. This Performance Bond is issued subject to the laws of the Republic of Italy and the exclusive jurisdiction of Milan court. The undersigned hereby acknowledges that this guarantee constitutes an independent guarantee contract, separate and distinct from the obligations arising under the Purchase Order. The obligation assumed by the undersigned under this guarantee – in express derogation, therefore, of Articles 1939, 1944, and 1945 of the Italian Civil Code, which are hereby expressly waived by the undersigned, and with express further waiver of the provisions of Article

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in the presence of:

Name _____

Designation _____

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