

“APPENDIX TO GENERAL SALES TERMS AND CONDITIONS”

GEFRAN S.p.A. GROUP

Effective as of 01 April 2022

The present appendix is applicable jointly with the general sales terms and conditions that rules the sales agreement between all the companies belonging to GEFran S.p.A. Group (the Seller) and its customers (Purchasers) regarding any kind of product or service, and available on the website www.gefran.com in the section services/terms and conditions (General Terms).

Unless a different specification, the capitalized terms in the present documents have the same meaning defined in the General terms.

Export control and international economic sanctions

1. The export of the products of the Seller and/or their sale towards given entities or destinations could be subject to control by competent authorities. The Purchaser declares and guarantees to have put in place all the necessary measures to comply with Italian, of the United Kingdom, European and U.S. laws or of other applicable regulations on export control and international economic sanctions.
2. The Purchaser relieves the Seller of any liability arising from any violation of the applicable provisions concerning export control and international economic sanctions in relation to the products procured from Supplier. The Purchaser undertakes to transfer the provisions of this article also to its possible customers.
3. In the event that Seller performance is prevented or made unreasonably difficult or commercially uneconomic by the occurrence of one of the following events (Excusing Events):
 - a. any change in the laws of the Italian Republic and/or the European Union or in other applicable regulations, including, but not limited, to the adoption of restrictive measures of any kind;
 - b. any amendment, extension or revision, or any change in the interpretation, by any court, tribunal or regulatory authority with competent jurisdiction, of any laws existing at the time of execution of this agreement;
 - c. failure to obtain any authorization, permit or license for the sale, supply, transfer or export of the Products by any competent authority and/or failure to obtain the prior authorization of transfers of funds as provided for in the regulations of the European Union, as in force from time to time, by any competent authority;
 - d. any other event, whether or not similar to the ones specified above, outside the control of the party against whom the claim would be otherwise made;

4. The Seller and the Purchaser shall consult and agree on the necessary arrangements as well as on the steps to be taken to ensure the regular implementation of the transaction. The fulfillment of the parties' respective obligations will be suspended during the consultation period. In case after the consultation it appears that the transaction cannot be further implemented because it has become invalid or unlawful under any applicable law, the parties shall make in good faith the necessary arrangements for mitigating any possible prejudice. In case the transaction will not be unlawful or invalid per se, but the performance of either one of the parties becomes impossible or uneconomic, the implementation of the transaction shall be suspended until the Excusing Event terminates and the parties shall strive to minimize the prejudice determined to each of them by such suspension.

End User

5. In the event that the products procured from the Seller must be sold by the Purchaser, the Purchaser undertakes to transfer these products to customers not included in any list of natural or legal persons, entities or bodies subject to restrictive measures by the European Union, the United Kingdom and / or by the United Nations, the List of Specially Designated Nationals and Blocked Persons ("SDN List") managed by the Office of Foreign Assets Control ("OFAC") or to customers which are owned or controlled by any person or entity listed in these lists (i.e., "Designated Party").
6. The Purchaser undertakes that the products purchased from the Seller:
 - a. will not be used in any nuclear explosive activity or unsafeguarded nuclear fuel-cycle activity;
 - b. will not be intended for military use or for use by Armed or Police forces and its required customization, if any, will not serve the purpose of military use or use by Armed or Police forces.
 - c. will not be used for any purpose connected with chemical or biological or nuclear weapons, or missiles capable of delivering such weapons;
 - d. will only be used for civil end-uses.