

## General Terms and Conditions of Business

JFE Brindisi Srl

### § 1 Scope

(1) These general terms and conditions of business are an integral part of all our contract offers and acceptances and shall apply to all our deliveries and other services. We do not acknowledge the customer's terms and conditions even if we do not explicitly object against them and/or are aware of the fact that the customer's terms and conditions conflict with or deviate from our general terms and conditions of business and deliver to the customer without reservation.

(2) These general terms and conditions of business shall also apply to all future transactions with the customer even if we do not refer to the application of the general terms and conditions of business again.

(3) Our general terms and conditions of business shall apply only to enterprises duly registered and that conduct business activities

(4) Contractually binding individual agreements must be made in writing or confirmed in writing.

(5) In the event of conflict between these General Terms and Conditions, the applicable Incoterms, mandatory provisions of Italian law, and any mandatory international conventions applicable to the transport of goods (including, where applicable, the CMR Convention), the mandatory provisions shall prevail. In all other cases, these General Terms and Conditions shall prevail over any conflicting terms of the customer.

### § 2 Offers, Conclusion of the Contract, Documents

(1) In the case of doubt estimates, price and delivery information as well as other "offers" on our part do not constitute legally binding offers but are to be understood as invitations to the customer to submit an offer. Orders of the customer are binding offers to which the customer is bound in the case of doubt for a period of 14 days. The contract comes into existence only when we confirm the customer's order in writing, with the commencement of the production or with the delivery of the goods. In the case our representation is exceptionally to be understood as a legally binding offer this offer is subject to alteration without notice, ie until the time of acceptance by the customer we are entitled to a revocation of the offer unless there is an express provision to the contrary in the offer.

(2) Estimates, sketches, drawings, pictures, product briefs, work descriptions, Technical Data Sheets and other documents which are not within the scope of delivery remain our property, are subject to confidentiality, must not be made available to third parties and must be returned on request without undue delay.

### § 3 Prices, Payment Terms

(1) For the purposes of the calculation of prices the weight and/or quantity determined at the time of the issue from our factory are relevant. Unless otherwise agreed the prices are calculated on the basis of Euro per kg. The weight and quantity at the time of issuance may differ from the order by +/- 10%. The quantity actually delivered shall be charged.

(2) Our prices exclude packaging, tax (e.g. value added tax at the applicable rate), customs, fees and other public charges. We reserve the right to charge packaging separately. If the packaging is suitable for reuse, in particular reusable pallets, end plates and/or cores (hereinafter: "reusable packaging") the following shall apply: we are entitled to invoice reusable packaging separately already at the time of the delivery of the goods. In that case the customer shall have the possibility to give us back the reusable packaging undamaged against credit of the charged pallet price provided.

If the reusable packaging is not invoiced by us at the time of delivery of the goods, the customer is obliged to give us back the reusable packaging undamaged without undue delay. Otherwise we are entitled to invoice to

the customer the reusable packaging. If, in individual cases, we refrain from charging the customer for reusable packaging, this is done as a gesture of goodwill in the individual case, without this creating a legal obligation for us for the future.

Unless otherwise agreed the prices are to be understood Free Carrier (FCA Incoterms). The Incoterms in the current version at the respective time shall apply.

(3) The agreed prices are based on the circumstances prevailing at the time of conclusion of the contract. If there are significant cost increases with regard to the goods due to external circumstances that were not foreseeable and beyond our control at the time of the conclusion of the contract (for example due to an increase in purchase or material prices, taxes, customs duties or transport costs), we are entitled to demand an adjustment of the contract from the customer. If the adjustment is unreasonable for the customer, he is entitled to withdraw from the contract. If the customer refuses a reasonable adjustment of the contract, we are also entitled to withdraw from the contract, subject to our other rights, in particular to enforce the adjustment of the contract.

(4) Our invoices are due for payment immediately. Deductions such as discounts are not permitted unless expressly agreed with the customer. Unless expressly otherwise agreed the customer is in default if the invoice amount is not paid within 14 days from the receipt of the invoice. The date of receipt of the payment is authoritative. An earlier occurrence of default in accordance with the statutory provisions, in particular through a reminder, remains unaffected.

(5) Payments must be made exclusively by wire transfer. We are entitled to issue invoices in an electronic form.

(6) During the time when the customer is in default it shall be obliged to reimburse default interest and liquidated damages according to the statutory provisions as minimum damage. The right to claim further damages is not excluded. For example, the customer is obliged to reimburse legal fees – outside and within court proceedings – for the collection of the outstandings, including attorneys' fees and court costs.

(7) The customer may set off or withhold payments only with claims that are undisputed, acknowledged by us in writing, or finally adjudicated, except for claims arising directly and exclusively from the same contractual relationship.

(8) We and the companies affiliated with us, including but not limited to, JFE Sàrl, JFE Virton SRL, (hereinafter referred to as "affiliated companies") are at any time entitled to a set-off against claims that the customer or an affiliated company has against us or a company affiliated with us with claims which we or a company affiliated with us has against the customer or a company affiliated with it.

(9) We are unrestrictedly and at any time entitled to sell and/or assign our claims against the customer to third parties. This shall also, but not exclusively, apply with respect to purposes of factoring.

(10) If after conclusion of the contract circumstances become known that are suitable to reduce the customer's creditworthiness significantly and by which the claim to the purchase price is jeopardised (e.g. cessation of payments, request to open insolvency proceedings, delay with payment obligations under other contracts in connection with the business relation with us) we are entitled to carry out pending deliveries and services only against prepayment or provision of securities. Special agreements (including special discounts) shall be null and void in this case.

#### **§ 4 Delivery and Transfer of Risk**

(1) Unless otherwise agreed in writing, delivery is made FCA (Incoterms® in force at the time of contract conclusion). Risk shall pass to the customer at the moment the goods are handed over to the carrier or otherwise placed at the disposal of the customer in accordance with the applicable Incoterms® rule.

(2) In the case we arrange the dispatch for the customer the risk is transferred to the customer at the time when the goods are handed over to the carrier pursuant to Art. 1510 Italian Civil Code. Even without any special agreement the choice of dispatch route and transport shall be made at our discretion with the exclusion of any liability. To the extent that we take into account wishes of the customer the additional costs resulting therefrom are borne by the customer.

(3) Where the transport of goods is subject to the Convention on the Contract for the International Carriage of Goods by Road (CMR), the transfer of risk and liability of the carrier shall be governed exclusively by the mandatory provisions of the CMR Convention.

## **§ 5 Delivery Times/Default**

(1) Mandatory delivery times or dates must be agreed in writing. An agreed delivery time begins at the earliest with the sending of our order confirmation, but in no event before the comprehensive clarification of the technical and commercial details of the realisation of the order. The beginning of all deadlines applicable on us further requires the timely fulfillment of all necessary acts of co-operation, in particular the timely receipt of all required information and the compliance with the agreed payment terms by the customer. In the case of a delayed act of co-operation the delivery times do not begin to run or are extended reasonably.

(2) The delivery is subject to correct and timely supply to us by our suppliers. We are not obliged to procure goods or raw materials from alternative sources if, despite reasonable commercial efforts and the conclusion of a corresponding cover transaction, delivery by our supplier fails for reasons beyond our control. In such case, we shall be entitled to withdraw from the contract without liability.

(3) We shall not be liable for non-deliveries or delays in delivery if these are due to force majeure or any other obstacle beyond our control and we could not reasonably be expected to take the obstacle into consideration or to avoid or overcome the obstacle or its consequences. This shall apply, for example, in the event of war, acts of terrorism, natural disasters, operational, transport and traffic disruptions, energy supply disruptions, lack of supplies, strikes, lawful lock-outs, official decrees, mass illnesses, epidemics and pandemics, shortage of labour. In such cases we will inform the customer about the reason for the obstacle and its effects. If such an event makes delivery or performance significantly more difficult or impossible for us and the hindrance is not only of temporary duration, both parties are entitled to withdraw from the contract. In the event of hindrances of temporary duration, our delivery or service deadlines shall be extended or our delivery or service dates postponed by the period of the hindrance plus a reasonable start-up period. If the resulting delay exceeds the period of three months or if the customer cannot reasonably be expected to adhere to the contract due to the delay before the expiry of this period, the customer shall be entitled to withdraw from the contract. We are entitled to withdraw from the contract in the event of only temporary obstacles to performance, if we cannot reasonably be expected to adhere to the contract due to special circumstances.

(4) Partial deliveries are admissible as far as they are reasonable. Invoices issued in respect of partial deliveries are due irrespective of the total delivery.

(5) If we are in default of delivery the customer has to give us an opportunity to deliver within a reasonable period of time. Generally, the grace period has to be at least two weeks.

(6) In the case of default of delivery or impossibility to deliver there shall be a liability for damages only in accordance with § 12.

## **§ 6 Technical Specifications, Quality of the Goods, Shelf Life**

(1) The Technical Data Sheets regarding the individual products which are available on our website [www.jindal-films.com](http://www.jindal-films.com) are not part of the purchase contracts for the respective products and only serve non-binding information purposes instead.

(2) We assume a warranty solely for the expressed agreed product description or Technical Specification of the respective product.

Information in Technical Data Sheets as well as in media and documentary elements, such as on our website or in advertising brochures, pictures, drawings, quality, quantity, weight and dimensional descriptions contained therein only embody approximate values.

(3) Information concerning the quality is no guarantee. A guarantee is given only if we have referred to the term expressly and in writing and by reference to that term.

(4) Some of our products have a limited shelf life. Information on shelf life is, where applicable, contained in the respective Technical Specifications of the products. The information on the shelf life only serves as information in which period the product retains its specific characteristics when correctly delivered. There is no durability guarantee related to it.

(5) Apart from that we do not assume a warranty. In particular, the customer is solely responsible for the suitability of our products for its intended purpose of use. The customer is also responsible for ensuring that the products are suitable for the intended treating/processing procedures with the machines and materials (ink, etc.) used by the customer or its customers.

(6) Prior to the first commercial use it is incumbent on the customer to order a sample of the product and to test the product for its suitability for the intended purpose of use and processing procedures. The provision of samples does not constitute a quality agreement.

(7) Notwithstanding the aforementioned provisions we expressly point out that we do not recommend or support the use of the products for any medical applications.

We reject any warranty and liability for the suitability of our products in the area of medical applications requiring EU or US Pharmacopeia certification.

#### **§ 7 Information on Health and Safety, Commodity Related Obligations of the Customer (Use, Storage, Resale)**

(1) Information on health and safety with regards to the handling and the use of the products are contained in the Product Safety Data Sheets available upon request.

(2) The customer shall be obliged to provide anybody who might get in contact with the products with the information in the Product Safety Data Sheets. This concerns particularly but not exhaustively employees, contract partners, commissioners and clients.

(3) The customer bears the responsibility that it has the required expertise for the handling of the delivered products. The information in the Product Safety Data Sheets is prepared carefully. However, no guarantee is assumed for the correctness and completeness.

(4) The customer is obliged to strictly observe and comply with all statutory provisions and contractual conditions, including the requirements in the Product Safety Data Sheets, the product descriptions, Technical Specifications and Guidelines in particular regarding the suitability, the storage and processing of our products.

(5) The standard storage shall be carried out as follows:

(a) The goods must not be exposed to direct sunlight.

(b) The goods must be stored in overwrapped rolls even if partially used.

(c) The goods shall be stored

(aa) from delivery to 24 hours prior to use at a temperature between 15 and 30 degrees centigrade and 35 - 65% relative humidity and

(bb) 24 hours prior to use at temperature and humidity conditions which correspond to the final conditions during the use.

(cc) in conditions defined into additional guideline documents for specific product, which shall be available upon request.

(6) In the event of resale of products (including treated or processed products) the customer has to pass on to its buyers all relevant provisions and conditions, in particular the information in the Technical Specifications and in the Product Safety Data Sheets, and to ensure the buyer's compliance with all instructions

## **§ 8 Packaging**

(1) Our goods may only be stored and (on-) carried in the approved packaging and means of transport and with the prescribed marking.

(2) To the extent that reusable packaging is not invoiced separately pursuant to § 3 para. 2 these remain our property. In that case the customer is obliged to carefully keep the reusable packaging for us and to give it back to us undamaged without undue delay. For the rest, reference is made to the condition in § 3 (2).

(3) To the extent that the packaging is being reused by the customer with our approval any indications thereon of our products and our company are to be made irrecognisable.

## **§ 9 General Co-operation Duties of the Customer, Default of Acceptance, Customer's Liability for Damages, Assignment by the Customer**

(1) The customer is obliged to timely perform all co-operation duties that have been contractually agreed upon, that are required/necessary or that are owed in good faith. In respect of call orders the customer is obliged to carry out the call within the agreed deadlines. If no deadline has been agreed we are entitled to set the customer a time limit for the call if no call takes place by the customer within four (4) weeks.

(2) We are entitled to set the customer a reasonable time limit for the performance of the act of co-operation. After the expiry of the time limit without the required performance we are entitled to rescind the contract.

(3) In the case the customer does not perform its co-operation duties at all or as contractually agreed, in the case it does not carry out a call order as contractually agreed, in the case the goods are shipped later than the scheduled delivery date at the request of the customer or due to circumstances for which it is responsible, or in the case the customer is in default of acceptance due to any other circumstances we are entitled to demand compensation for the damages caused thereby and for the additional expenses. During the default of acceptance we are entitled to charge liquidated damages amounting to 0.5% of the invoice sum for each month, but not more than 5% of the invoice value. The customer is entitled to prove that no or substantially lower damages accrued. We reserve the right to prove higher damages. Further rights, especially the right to rescind the contract or to demand compensation in lieu of performance remain unaffected.

(4) In the case the customer owes damages in lieu of performance we are entitled to demand liquidated damages amounting to 15% of the delivery, unless the customer proves a lower damage. The claim for higher damages according to statutory provisions remains reserved.

(5) Without our prior written consent the customer shall not be entitled to assign claims against us to third parties. This does not apply to money claims.

## **§ 10 Retention of Title**

(1) Our deliveries are subject to a retention of title. We retain title to the delivered goods and the lien until the full settlement of the purchase price and of all further existing or future (at the time the contract is concluded) claims (including all balance demands from the current account) against the customer from the business relationship. As soon as the purchase price is paid and no further claims from the business relationship exist (current account) the title to and ownership in the goods shall be automatically transferred to the customer.

(2) Any possible treating or processing of the goods by the customer that are subject of the retention of title shall be always carried out in our favour as processor. If the goods that are subject of the retention of title are processed by the customer it is agreed that the processing is carried out in our name and for our account as manufacturer and that we directly acquire the ownership of the newly created thing. If the goods are processed along with other things not belonging to us we shall acquire co-ownership of the new thing in the proportion of the value of the goods that are subject of the retention of title (invoice value including VAT) to the other things processed at the time of the processing. If the goods are inseparably connected or mingled with other things not belonging to us we shall acquire co-ownership of the new thing in the proportion of the value of the goods that are subject of the retention of title (invoice value including VAT) to the other things connected or mingled at the time of the connection or mingling. If the goods that are subject of the retention of title are connected or mingled in such a manner that the customer's thing is to be regarded as the main thing the customer and we are in agreement already now that the customer will transfer co-ownership of the new thing to us proportionately (according to the ratio of the values of the raw materials). We hereby accept this transfer. The stipulations regarding the goods that are subject of the retention of title shall apply to the goods created by processing, mingling or connection in so far as they are our property accordingly.

(3) The customer is obliged to treat the goods that are subject of the retention of title with care at his own expense, to carefully store them for us and to adequately insure them against the usual risks (eg theft, breakage, fire, water) at replacement value and to prove the conclusion and existence of the insurance contract at our request. We are entitled to insure goods that are subject of the retention of title at the customer's expense. We may require at any time that the customer draws up an inventory of the goods supplied by us at their respective storage location and that it identifies the goods as our property. Insurance claims and claims against third parties for damage, destruction, theft or loss of the goods are assigned to us by the customer as security already now. We hereby accept this assignment.

(4) The customer has to inform us of seizures and other impairments of our rights by third parties without undue delay.

(5) The customer is entitled to resell the goods that are subject of the retention of title in the proper course of business. Pledges and transfers of ownership as security are permitted only with our prior written consent. This right automatically expires if the customer is in default of payment, if the opening of insolvency proceedings over its estate has been applied for or if it is obliged to apply for the opening of insolvency proceedings over its estate. In the case of a resale of the goods that are subject of the retention of title against a credit the customer is obliged to sell the goods only against adequate security (eg the agreement of a retention of title in its own favour, etc).

(6) The customer's claims against third parties resulting from the resale of the goods that are subject of the retention of title are assigned to us now already as security in the proportion that corresponds to the share of our property. The assignment is further limited to the amount of the invoice value of our claims (including VAT) which we are entitled to charge against the customer from the business relationship at the time of resale adding a security surcharge of 20%.

(7) The customer is authorised to collect the claims from the resale that are assigned to us. Each of the proceeds we are entitled to is to be forwarded to us immediately upon receipt. At our request the customer has to inform us of the names of the debtors of outstanding claims and to notify them of the assignment. We are authorised to inform the buyers of the assignment in the customer's name. The authorisation to collect debts expires automatically if the customer is in default of payment, if the opening of insolvency proceedings over its estate has been applied for or if it is obliged to apply for the opening of insolvency proceedings over its estate.

(8) Regardless of any automatic expiry we are entitled to revoke the authorisation to resell and/or to process and/or to collect debts if the customer breaches its obligations towards us, in particular if it does not properly fulfill its payment obligations arising from the business relationship, in particular if it is in default of payment, or if it violates its obligations as a buyer of goods that are subject of the retention of title, or if it becomes

evident after the conclusion of the contract that our payment claims arising from the business relationship are at risk as a result of the customer's lack of capability to deliver. In the event of expiry of the authorisation to collect debts the customer has to submit to us the information required to collect the claim and, if necessary, to support us in the collection.

(9) In addition, in the case of a breach of contract by the customer we are entitled to rescind the contract in accordance with the statutory provisions. Provided that the prerequisites are fulfilled we also have the option to claim only the return of the goods and expressly reserve the right to rescind the contract. If no such explicit reservation of rescission is made the demand for the return is deemed to be understood as declaration of rescission. The same shall apply if we seize the goods that are subject of the retention of title. The costs incurred for the return transportation shall be borne by the customer. We are entitled to realise the goods that are subject of the retention of title. The proceeds from the realisation will be deducted from those amounts that the customer owes us after having deducted a reasonable amount for the costs of the realisation.

(10) The customer must inform us of third parties attaching the goods that are subject of the retention of title immediately after it becomes known and it must provide us with all information and documents necessary for an intervention. The customer is liable for the costs incurred for the setting aside of the attachment, in particular for the commencement of an action in opposition to execution of judgment, to the extent they cannot be obtained from the collecting creditor.

(11) At the customer's request we undertake to release collaterals if the value of our securities exceeds the secured claims by more than 20%. We have the choice of which securities to release.

## **§ 11 Warranty**

(1) We warrant that our products are free from defects at the time of the delivery. We do not give guarantees, unless we have expressly and in writing named them as such by using that term. Information on shelf life of a product does not constitute a durability guarantee.

(2) Claims based on defects of the customer require that it complied with its inspection and notification obligations. In respect of all deliveries rendered by us the customer is obligated to inspect the goods for defects including quality and quantity deviations without undue delay.

(3) In order to preserve claims for defects we must be notified in writing of any complaints about the goods within eight days pursuant to Art. 1495 Italian Civil Code from the delivery at the place of destination (pursuant to Art. 1511 Italian Civil Code), in the case of hidden defects within three days from the discovery. Otherwise the delivery shall be deemed approved according to the contract. Notes on delivery notes are not considered as notifications of defects. Transport persons are not authorised to receive notifications of defects. The time bar for claims resulting from defects is one year from the date of delivery. Pursuant to Art. 1512 Italian Civil Code, if the proper functioning of the goods sold is guaranteed for a specified time the customer must notify us of the functional defect within 30 days of discovery in the absence of which the customer's claims will be subject of forfeiture. In any case the right of action of the customer shall expire six months after discovery.

(4) Under Art. 1495 Italian Civil Code the right to claim for defects shall expire one year after delivery.

(5) There is no warranty in the case of non-observance of the requirements for storage or use, in the case of use of the products after the expiry date, in the case of other improper use of the goods or in the case of failure to comply with obligations or duties unless the customer proves that the loss of quality or the damage is not due to the non-compliance with the relevant requirements. The burden of proof for the existence of a defect is in any event on the customer.

(6) In the case of proved defects we have the choice to give warranty through either a remedy of the defects or a supply of goods free of defects, each free of costs (cure). We are entitled to demand from the customer the return of the defective goods to us in advance for the purpose of examining the complaint and, if necessary, for the remedy of the defects or the supply of a thing free of defects. The necessary transportation costs

for the return of the goods will be borne by us in the case of justified notices of defect. The customer is obliged at its own expense for any dismantling of the defective goods, if necessary, as well as for the re-installation of the goods that have been remedied or supplied free of defects. A claim for compensation for the dismantling and/or re-installation costs associated with defects of the delivered goods is excluded.

(7) The customer can only rescind the contract or reduce the purchase price if we make no attempt for a cure within a reasonable time limit set to us or if the cure is impossible, is refused, has failed or is unreasonable. The time limit for a cure must be at least four weeks unless this conflicts with legitimate interests of the customer. In the case of doubt a failure of the cure is assumed only after the third failed attempt to cure. The customer has no right of rescission due to minor defects. In respect of claims for damages due to defects the special conditions of § 12 apply in addition to the statutory prerequisites.

(8) As a result of defects the customer may only withhold payments to an extent that is reasonable in relation to the prevailing defects.

## **§ 12 Rescission Rights and Claims for Damages of the Customer**

(1) The right of rescission of the contract is subject to the statutory provisions provided that the customer is only entitled to a rescission based on a breach of duty other than a defect as long as we caused the breach negligently or intentionally.

(2) Provided that the other prerequisites are fulfilled we are in principle liable for damages only if we acted with intent or gross negligence. We are liable in the case of slight negligence only if we breached a duty the fulfillment of which enables the proper execution of the contract in the first place and on the compliance of which the customer may regularly rely (so-called cardinal obligation). Otherwise a liability for damages of any kind, regardless of the cause of action, including the liability for *culpa in contrahendo*, is excluded.

(3) If we are liable for slight negligence our liability is limited to the typical damages that were foreseeable at the time of the conclusion of the contract.

(4) We are liable for damages as a result of delay in the amount of a maximum of 5% of the value of the delivery that is subject of the delay.

(5) The above mentioned exclusions and limitations of liability do not apply to the extent that we are liable as a result of intent or gross negligence, to the extent that we have assumed a guarantee, for damages which are recoverable under the principles of liabilities for damages due to defective products as well as for injury to life, body or health.

(6) The above mentioned exclusions and limitations of liability also apply in favour of our staff, vicarious agents and other third parties that we use and employ to fulfill the contract.

(7) Where liability arises in connection with international road transport subject to the CMR Convention, any liability of ours shall in any event be limited in accordance with the limits and exclusions provided by the CMR Convention, and no further liability shall be assumed.

## **§ 13 Limitation Periods**

(1) The limitation period for claims for defects is one year from the date of delivery (§ 11 para. 4) pursuant to Art. 1495 Italian Civil Code.

(2) Any contractual claims of the customer not based on defects shall become time-barred twelve (12) months after the claim arises, except in cases of fraud or willful misconduct, for which statutory limitation periods shall apply.

(3) Notwithstanding the above the statutory limitation periods shall apply on the following customer's claims:



- Claims for damages arising from a product liability, arising from a damage resulting from injury to life, body, health or a significant contractual obligation as well as arising from other damages that are based on an intentional or grossly negligent breach of duty by us or our vicarious agents,
- Claims for reimbursement of expenses,
- Claims due to fraudulent concealment of a defect.

(4) Our claims against the customer become time-barred in accordance with the statutory provisions.

#### **§ 14 Intellectual Property Rights, Trademarks, Advertising**

(1) When using our products the customer must take into account all existing intellectual property rights (in particular patents). The trademarks protected for us or licensed for our use may be used in connection with the products manufactured by the customer only with our specific written consent. We reserve all intellectual property rights in respect of every information that we provide to the customer as part of our technical and other advice. Our written consent must be obtained before the disclosure of such information to third parties (including affiliated companies of the customer).

(2) Notes of the customer for advertising purposes mentioning the existing business relationship between us and the customer require our express consent in writing.

#### **§ 15 Protection of Personal Data**

We undertake to comply with the regulations in force concerning data processing and in particular the European Regulation 2016/679 ("GDPR"). The data that JFE Brindisi SRL will treat are those relating to the customer which is a legal person and for the purposes connected with the establishment and execution of existing commercial relationships. For personal data that may belong to the persons/employees who work in the name and on behalf of the customer (legal person), the customer declares to have read the attached "Privacy Statement" form pursuant to Article 13 of GDPR 2016/679 (attached to this GTC).

#### **§ 16 Applicable Law, Place of Performance and Jurisdiction,**

(1) The laws of Italy, excluding the CISG/Vienna 1980 Convention, apply.

(2) The place of performance for the delivery is our respective delivery point, for the payment it is Milan, Italy.

(3) The exclusive place of jurisdiction for lawsuits against us is Milan, Italy. We reserve the right, at our discretion, to bring proceedings at the registered office of the customer or before any other competent court.

(4) If individual conditions of the contract, including these general terms and conditions of business, are or become wholly or partly invalid the validity of the remaining conditions are unaffected thereby. In that event the wholly or partly ineffective condition shall be replaced by a condition the commercial outcome of which comes closest to the ineffective condition.

(5) These general terms and conditions of business are drafted in the English language, which constitutes the governing and authoritative version. An Italian or German translation is available on our website at [www.jindalfilms.com/terms-conditions-sales](http://www.jindalfilms.com/terms-conditions-sales) for convenience only. In the event of any inconsistency, discrepancy, or doubt, the English language version shall prevail.

#### **§ 17 Organizational Model ex Legislative Decree No. 231/2001 and Code of Ethics**

The customer undertakes to comply with the provisions and principles of organization, management, control and behavior prescribed in the Model of Organization, Control and Management ("Model") and in the Code of Ethics adopted by JFE Brindisi SrL. The Model and the Code of Ethics are accessible at the internet address: [www.jindalfilms.com/jindal-brindisi](http://www.jindalfilms.com/jindal-brindisi). The customer agrees to refrain from any acts to configure the types of offense specified in Decree No. 231/2001 holding us harmless for possible sanctions.

## § 18 Specific approval

Pursuant to Articles 1341 and 1342 of the Italian Civil Code, the customer expressly and specifically approves the following clauses:: § 3 Prices, Payment Terms, § 4 (Transfer of Risk), § 5 Delivery Times/Default, § 6 Technical Specifications, Quality of the Goods, Shelf Life, § 9 General Co-operation Duties of the Customer, Default of Acceptance, Customer's Liability for Damages, § 10 Retention of Title, § 11 Warranty, § 12 Rescission Rights and Claims for Damages of the Customer, § 13 Limitation Periods, § 14 Intellectual Property Rights, Trademarks, Advertising, § 15 Applicable Law, Place of Performance and Jurisdiction, § 16 Organizational Model ex Legislative Decree No. 231/2001 and Code of Ethics.

Signature: Customer \_\_\_\_\_

By subscribing to the above contractual provisions, the customer agrees to apply all contractual terms – from § 1 to § 17 including the individual paragraphs - and to act in accordance with all the conditions as listed and provided under the General Terms and Conditions of Business of JFE Brindisi Srl.

## PRIVACY STATEMENT

### under article 13 of EU Regulation 2016/679 ("GDPR")

This information is given to customers, as individual and not as legal entity or to the individuals that works in the name and on behalf of customers as legal entity, pursuant to art. 13 of the European Regulation 2016/679 ("GDPR").

We inform you that the personal and/or sensitive data referred to in art. 9, paragraph 1 ("special categories of personal data"), provided by you, or otherwise acquired within the scope of our activities, may be processed in compliance with the aforementioned law and in compliance with fundamental rights and freedoms as well as the dignity of the interested party, with particular reference to privacy, personal identity and the right to protection of personal data.

"*Processing of personal data*" means any operation or set of operations performed with or without the support of automated processes and applied to personal data or sets of personal data, even if not registered in a database, such as collection, registration, organization, structuring, storage, processing, selection, blocking, adaptation or modification, extraction, consultation, use, communication by transmission, dissemination or any other form of making available, comparison or interconnection, limitation, cancellation or destruction.

The controller of the aforementioned treatments is JFE Brindisi s.r.l., with registered office in Sesto San Giovanni (MI), Via F. Cavallotti, 171.

The internal contact for the purposes of art. 13 of the GDPR is designated in the person of the internal Privacy Coordinator of JFE Brindisi Srl, who can be contacted at the following email address: [Privacy.It-aly@jindalfilms.com](mailto:Privacy.It-aly@jindalfilms.com)

Your personal data are collected in accordance with a legal obligation and/or for the purpose of the beginning and/or execution and/or termination of the commercial and/or contractual relationship between the parties, as better specified below.

JFE Brindisi s.r.l., in the collection of personal data, implements the utmost diligence to ensure that the data are always accurate and updated for the purposes intended.

These data will be processed for institutional purposes, connected or instrumental to the activity of our company, and more generally for administrative, operational and management needs. By way of example and not for limitation:

- for the performance of obligations arising from the contract of which you are a part or to fulfill, before and after the execution of the contract, to your specific requests;
- for the fulfillment of legal obligations of an administrative, accounting, civil, tax, regulation, community and non-EU legislation;
- for the management of customer (customers administration, contract administration, orders, invoices, selections in relation to the needs of the company)
- for the management of litigation (contractual breaches, warnings, transactions, debt collection, arbitrations, judicial disputes).

The treatment will be carried out in paper and electronic form or in any case with the help of computerized tools.

The processing of the data carried out by JFE Brindisi s.r.l. will be based on principles of correctness, lawfulness and transparency and protection of confidentiality. The data will be processed using appropriate tools to ensure security and confidentiality according to the provisions of the relevant legislation.

Your data will be stored pursuant to art. 13, paragraph 2, letter (a) of the Regulations for the necessary time required by the laws in force concerning tax, accounting and civil law.

In all the cases described above, for the pursuit of primary purposes JFE Brindisi s.r.l. may communicate your personal data to third parties when the communication is necessary:

- Public Entities (such as, by way of example, Agenzia delle Entrate, Comune, ASI etc.);
- legal, commercial and tax consultants who can learn about them as "external data processors";
- credit institutions, insurance companies and insurance brokers;
- individuals or legal entities, located in Italy or abroad (in European Union countries and in non-European countries), that on behalf and / or in the interest of our company, provide specific processing services or perform related activities or support to that of our company, or other activities necessary for the establishment and / or execution and / or conclusion of a commercial or contractual relationship with you;
- subjects to whom the right to access their personal data is recognized by provisions of law or secondary or EU legislation.

Since the Company operates within a Group, composed of independent legal entities based in different countries of the world, the Data may be transferred and stored even outside the European Union, including countries that do not guarantee an adequate level of protection. In such cases, data transfers will take place in compliance with the conditions set forth in articles 6, 44-49 of the GDPR.

We inform you that in relation to the aforementioned processing, you may exercise the rights referred to in articles 13, paragraph 2, letters (b) and (d), 15, 18, 19 and 21 of the Regulations. In particular you:

- a) have the right to obtain from JFE Brindisi s.r.l., as data controller, information about the purposes of the processing, the categories of data, the recipients or categories of recipients to whom the personal data have been or will be communicated and, when possible, the conservation period;
- b) have the right to request from JFE Brindisi s.r.l., as the data controller, access to personal data, rectification or erasure of your personal data or restriction of their processing or to oppose their treatment, in the cases provided for;
- c) have the right to lodge a complaint with a supervisory Authority;
- d) may request at any time a copy of the Jindal Films Europe Privacy Policy.

The exercise of rights is not subject to any form constraint and is free. The email address to be used for the exercise of rights is: [Privacy.Italy@jindalfilms.com](mailto:Privacy.Italy@jindalfilms.com)

Finally, we would like to inform you that the provision of your personal data is compulsory where required for the setting up, performing or entering into commercial or contractual relationships between you and our company and to fulfill specific obligations under the laws.

Therefore, any refusal to provide us with your personal data and to authorize the communication to the subjects belonging to the aforementioned categories, could lead to the failure to establish and / or execute the contractual relations between you and our company.

**JFE Brindisi s.r.l.**