

General Terms and Conditions of Sale and Services

Ver. 2 to 24.02.2026

1. Scope

- 1.1. The following general terms and conditions for the sale of goods and services ("**General Terms**") apply to all offers and / or proposals made by E2Pack S.r.l. ("**E2Pack**") to any third party ("**Purchaser**"), relating to products or services provided by E2Pack ("**Products**" and "**Services**") and are an integral and essential part of the Contract / Order Confirmation, as hereinafter defined in Article 2.1. In the event of a conflict between one or more terms and / or conditions of the Order Confirmation and these General Terms, the provisions of the Order Confirmation shall prevail.

2. Offer and Conclusion of the Contract

- 2.1. The order submitted by the Purchaser is considered accepted only after E2Pack has issued a written order confirmation or a purchase order approval stating its acceptance ("**Order Acknowledgement**"); the order submitted by the Purchaser and E2Pack's Order Acknowledgement shall constitute the agreement between the parties, along with any further documents attached thereto, including the present General Terms regardless of the fact that they are attached to any offer made by E2Pack or to the Order Acknowledgement ("**Contract**"). Until that time and until the Purchaser has made the first payment on time, any offer and / or estimate sent by E2Pack should not be considered binding. Any proposal regarding the price, any information or instruction that is formulated by E2Pack staff must not be construed as binding on E2Pack or an impact on E2Pack's rights and obligations referred to below, unless this is expressly provided in writing and confirmed by a Duly authorized legal representative of E2Pack. Furthermore, no dealer / distributor or agent, representing E2Pack or acting on its behalf, is authorized to act in the name and on behalf of E2Pack.
- 2.2. Terms and conditions other than those established in the Contract and in these General Terms, including the Purchaser's terms and conditions, and which have not been expressly accepted in writing by E2Pack should not be considered binding, even if E2Pack does not have expressly contested them. If the Order Confirmation contains different variations or forecasts with respect to the order submitted by the Buyer, these are considered fully accepted by the Buyer unless the latter sends E2Pack a written communication stating the opposite, within 10 days, from receipt of the Order Confirmation.
- 2.3. All information on E2Pack's products, such as images, dimensions, capacities, physical and process characteristics, weights and performance data contained in E2Pack's offers, proposals, catalogues and brochures only represent approximate values and shall not constitute a binding description of the products, unless otherwise provided for by the Contract. Public statements or advertisements by E2Pack or by third parties do not represent information on characteristics of the goods and shall not be considered binding on E2Pack. The characteristics, suitability, qualification and function as well as the intended purpose of E2Pack's goods are determined exclusively on the basis of their descriptions of performance and technical specifications as specifically provided for by the Contract.
- 2.4. In the case of conforming products received for sale, the Purchaser may request the return (hereinafter the "**Return**") of the same to E2Pack within 10 calendar days from the date of receipt of the goods. Such products may be returned to E2Pack only with the prior written consent of E2Pack, that may be granted or refused by the latter at its sole discretion. Should the product return be authorised, E2Pack will issue the relevant credit note at the net purchase price, less an amount for refund of the costs incurred by E2Pack to handle the Returns and less an amount for aesthetic-operating damages, if any, to the products with respect to the original condition in which the same are supplied and/or if the same are returned in a non-original package. For information on the return of non-conforming products, please see the clauses of the offer relevant to the Warranty.

3. Prices and Payment Terms

- 3.1. Prices and payment terms are stated on the Order Acknowledgement, as incorporated into the Contract ("**Payment Terms**").
- 3.2. Unless otherwise specified in the Order Acknowledgement, E2Pack's prices are quoted per EXW unpacked delivery conditions at E2Pack's plant in Montecchio Emilia (RE), Italy (according to INCOTERMS® 2020 EXW, not including of VAT and any other tax, fee of duties that may arise in the Purchaser's country or in the country where the Products shall be delivered or installed).
- 3.3. The Purchaser shall pay the down payment and any other instalment according to the Payment Terms.
- 3.4. Unless otherwise specified, each invoice issued by E2Pack is due for payment by the Purchaser in the terms of payment to be considered essential in advance. The payments are due without deduction and in the currency stated on the invoice and shall be deemed performed as their amount is received into E2Pack's bank account. The Purchaser shall not withhold or offset the payments owed to E2Pack.
- 3.5. Unless otherwise specified, in case the payments, in whole or in part, shall be made by the Purchaser by an irrevocable and confirmed letter of credit, which in any event shall be issued in favour of E2Pack by a bank previously approved in writing by E2Pack itself ("**LoC**"), the Purchaser undertakes and guarantees that the LoC shall be issued not later than 50 days from the signature of the Contract ("**First Term**"). In the event the Purchaser will not be able to provide E2Pack with the LoC within the First Term but the LoC will be received by E2Pack not later than 30 days from the First Term ("**Second Term**") it is agreed and understood and agreed that E2Pack will have the right to consider any term pertaining to the delivery of any items set forth in the Contract shall become automatically null and ineffective and E2Pack shall not be considered in any way liable for any delay whatsoever nor for any other obligation arising out of the Contract. In case the Purchaser will not be able to provide E2Pack with the LoC within the Second Term, without prejudice to the above, E2Pack shall be entitled to immediately terminate the Contract retaining any sums already paid by the Purchaser under the Contract, save in any event the right to claim for any further damages.
- 3.6. In the event of late payments by the Purchaser, E2Pack reserves the right to charge interest on such payments (*default interests*) according to the applicable law, without prejudice to any other remedy that can be activated by E2Pack.

4. Terms of Delivery

- 4.1. The terms of delivery of the products, dates and periods of installation, start-up and any other performance requested to E2Pack are binding on E2Pack only if confirmed in writing by E2Pack and the Purchaser has provided all information and documentation requested by E2Pack in order to properly execute the delivery or service provided for by the Contract. Unless otherwise specified and agreed, the Purchaser hereby grants a grace period of 4 (four) weeks for the performance of any obligation of E2Pack under the Contract; within the grace period, the Purchaser shall not exercise any remedy provided for by the Contract or by the law, including any claim related to penalties and/or liquidated damages. In any event, a delay in E2Pack's performance shall not allow the Purchaser to terminate the Contract.
- 4.2. The Purchaser must carry out any preliminary activity that is necessary or reasonable for the proper execution of the Contract by E2Pack. The Purchaser undertakes to adopt all the safety measures required by the law to ensure that E2Pack and / or the persons in charge of delivering the Products or carrying out the Services, at its factories and offices where it can go, the healthiness of the places as well as the safety of the personnel. The Purchaser declares that he has obtained every license and authorization necessary to import the Products within his country and that all the Products comply with any provision of law, regulation or administrative provision in force applicable, in his country, to the import and sale of the Products.
- 4.3. The Purchaser must also notify E2Pack of any law, regulation and / or decision, administrative and / or judicial, relating to the place of delivery or performance of the Services that may affect the delivery, conformity and use of the Products in the place of delivery or performance of the Services, without prejudice to any other remedy that can be activated by E2Pack.
- 4.4. The delivery deadline is considered met according to INCOTERMS® 2020 EXW, when E2Pack has informed the Customer that the ordered products are ready for delivery. In case E2Pack will not be able to perform any delivery or it will delay it for any reason attributable to the Purchaser, it is agreed and understood that any costs and expenses related to the said delivery, including but not limited to handling, storage, surveillance, financial costs and lease of material, shall be entirely borne by the Purchaser.
- 4.5. Unless otherwise specified and agreed afterwards, any term and period of time shall commence as specified in the Order Acknowledgement.
- 4.6. The terms and periods of time imposed on E2Pack only shall be further extended following to: (i) delays in receipt of the necessary authorisations and/or permissions from any competent authority; (ii) absence of any document or information needed to fulfil the Contract; (iii) subsequent changes to the Contract requested by the Purchaser and agreed upon by E2Pack, as per subsequent Article 15.2; and (iv) in the occurrence of any delays caused by the Purchaser, any additional costs and/or expenses shall be entirely borne by the Purchaser.
- 4.7. The Purchaser will inform E2Pack in writing of any taxes, duties, charges or duties applied to the Products purchased by the Purchaser or due as a result of the exhortation, import and sale of the Products in his country. Further administrative authorizations for export are required, the delivery date will be automatically extended for the time necessary to issue such authorizations, without this causing any liability for E2Pack towards the Purchaser.

5. Force Majeure and Remedies for Non-performance

- 5.1. In case of **"Force Majeure Event"** means the occurrence of an event or circumstance that prevents a party from fulfilling a number of contractual obligations, if, and to the extent that, the party in question proves: [a] that such impediment is beyond its reasonable control; and [b] that the event could not reasonably have been foreseen at the time of the conclusion of the Contract; and [c] that the effects of the impediment could not reasonably have been avoided or overcome by the interested party. In the absence of evidence to the contrary, the following are presumed to be Force Majeure Events: (i) war (whether declared or not), hostility, invasion, acts of a foreign enemy, extensive military mobilization; (ii) civil war, riot, rebellion, revolution, military force or usurpation of power, insurrection, acts of terrorism, sabotage or piracy; (iii) currency or trade restrictions, embargoes, sanctions; (iv) acts of the authority, legitimate or illegitimate, compliance with laws or government orders, regulations, expropriation, confiscation of assets, requisition, nationalization; (v) plague, epidemic, pandemic, health energy, natural disasters or extreme natural events; (vi) explosion, fire, destruction of equipment, prolonged suspension of transportation, telecommunications or energy; (vii) generalized social conflicts, such as in particular boycott, strike and lockout, white strike, occupation of factories and buildings.
- 5.2. In the event of recurrence of Force Majeure Events - each party is exempted from the obligation to fulfil its contractual obligations, from any liability for damages or other contractual remedies for non-fulfilment, starting from the moment in which the Force Majeure Event inhibits the fulfilment of contractual obligations. The party invoking the occurrence of a Force Majeure Event is required to give written notice to the other party no later than 30 days from the occurrence of the Force Majeure Event; failing that, the exemption will take effect from the moment the communication reaches the other Party. Where the effect of the hindrance or event invoked is temporary, the aforementioned consequences will occur only to the extent that and until the hindrance or event invoked inhibits the affected party from fulfilling its contractual obligations. The affected party must inform the other party as soon as the impediment ceases to prevent the fulfilment of its contractual obligations. If the duration of the impediment invoked has the effect of substantially depriving one or both contracting parties of what they could reasonably expect under the contract, each party shall have the right to terminate the Contract by notifying the other party within a reasonable period. The parties agree that, in the absence of a different agreement, the Contract may be terminated by each of them if the duration of the impediment exceeds 120 days.
- 5.3. Delayed delivery of complementary equipment that does not prevent the normal use of the Products is not considered a delay. In any case, E2Pack must not be held responsible for any Force Majeure Event that has affected E2Pack's subcontractors or suppliers and which may prevent E2Pack from fulfilling its obligations correctly and promptly in accordance with the Contract. The Purchaser is not entitled to collect the bank guarantee issued by E2Pack.
- 5.4. Should the Purchaser fail to fulfil any of its obligations and/or terminate or cancel the Contract without any breach of E2Pack and without the written consent of E2Pack, E2Pack shall have the right to retain the down payment - if any - as compensation for the activities already performed, without prejudice for E2Pack to resort to any other remedy. In any event and without regard to any retained amount, E2Pack will be entitled to charge the Purchaser for all costs and expenses incurred in by E2Pack and shall have the right to terminate the Contract without affecting any of its rights.

6. Transfer of Risks

- 6.1. The transfer of risks over the products shall be governed according to the delivery terms provided for by the relevant INCOTERMS® 2020 rule agreed upon into the Contract. Should the delivery terms not be otherwise specified in the Contract, EXW INCOTERMS® 2020 unpacked conditions at E2Pack's plant in Cuneo, Italy, will be applied and the risk will be transferred to the Purchaser as the products are handed over to the first carrier.

7. Retention of Titles

- 7.1. The transfer of ownership is regulated in accordance with the delivery terms provided for by INCOTERMS® 2020, as established in the Contract or in the previous article 6.1. In the case of installment payments, E2Pack retains ownership of the Products until the full payment of the Price; therefore, the buyer will not be entitled to resell or dispose of the products. The Purchaser undertakes to take all necessary measures to establish, in the broadest and most extensive form, a title of retention of title that is valid in his country or to establish similar forms of guarantee in favor of E2Pack; The Purchaser also undertakes to cooperate with E2Pack to put in place all the measures required to protect E2Pack's property rights.

8. Inspection of Products and Services

- 8.1. The Purchaser has the right to inspect the products, or cause the products to be inspected, within 7 days of receipt of materials, as well as examine the services (installation and any other service) within 7 days after the services are performed by E2Pack (**"Inspection"**). Such Inspection shall be carried out at the presence of E2Pack's personnel, at Purchaser's expenses. In case the Purchaser will not carry out the said Inspection within 7 days after the delivery, the Purchaser loses the right to rely on a lack of conformity of the products.

9. Supervision and/or Installation of the Products

- 9.1. Unless otherwise specified and agreed in writing, the handling, installation and setup of the products at the delivery place are to be executed under the complete responsibility and at full risk of the Purchaser.
- 9.2. E2Pack shall not be liable for any risk and damage, direct or indirect, arising from the improper handling, installation or setup of the products carried out by inexperienced personnel or with unsuitable tools or not in conformity with the relevant instructions or procedures, according to the user documentation and manuals, wherever provided with the Contract and/or with the products.
- 9.3. Should E2Pack carry out the supervision and/or installation at site, the Purchaser shall notify E2Pack of any information related to the unloading, handling and installation of the products within the plant. Unless otherwise specified and agreed, the Purchaser must provide the proper equipment and personnel required for unloading, handling and installing the products at its own expenses. The Purchaser must also prepare and arrange all necessary power supply connections (electrical, water and pneumatic, etc.) in the area around the products and prepare the assembly site, being all these operations at exclusive Purchaser's charge.
- 9.4. Should the Purchaser fail to comply with these obligations, E2Pack will have the right to charge the Purchaser with any additional cost incurred in relation to the unloading, handling and installation of the products.
- 9.5. The Purchaser must take all necessary measures to comply with all safety and environmental regulations, with particular reference to the most recent safety standards in force in the place of delivery and / or installation and / or supervision and in the force of any applicable regulations relating to public health, accident prevention and safety in the workplace. E2Pack will have the right to obtain from the Purchaser, before carrying out the transfer of its representatives, the necessary documentation to prove the full compliance with these provisions. In the event that the Purchaser does not guarantee in advance the assumption of these measures or should it prove that they have not been correctly implemented, E2Pack will have the right to suspend and / or not carry out any activity at the Purchaser, including by way of simplification and not exhaustive, the assembly, installation and testing procedures, with consequent (i) suspension and automatic extension of all the terms provided for by the Contract or by the law charged to E2Pack (ii) E2Pack's right to charge the Purchaser for any and all expenses, costs or damages resulting therefrom; (iii) without prejudice to any further consequences or charges under the Contract or the law for the Purchaser.
- 9.6. Any cost and / or charge and / or expense, even indirect, necessary or even only useful for compliance with the legislative and / or governmental and / or administrative provisions applicable at the time, necessary to allow the presence and interventions of E2Pack employees at the Buyer's headquarters (such as, by way of example but not limited to, for quarantine, isolation, loss of personnel in production, cancelled trips, problems related to transport) will be fully borne by the Buyer and, if necessary, fully charged by E2Pack to the Purchaser.
- 9.7. The disposal of any waste produced by E2Pack's personnel in the performance of the Contract (**"Waste"**), including but not limited to the transport, the collection and the deposit of the Waste, shall be undertaken by the Purchaser which shall bear any expenses, costs and any other fees or liability related to the said disposal of the Waste. E2Pack, through one of its technicians as identified in writing, in response to a Purchaser's written request, will cooperate with the Purchaser only for the mere classification and for the temporary storage of the Waste in the glass factory; it is agreed and understood that, for the said E2Pack's cooperation, E2Pack shall not be held liable in any way whatsoever and that any decision pertaining to any activity related to the Waste shall be taken exclusively by the Purchaser which shall retain sole responsibility for any damages arising, directly or indirectly, from the management of the Waste. In any case, the Purchaser shall hold E2Pack harmless and indemnify E2Pack from any damages, costs, expenses, claims, suits or other actions of whatever nature, arising from, caused by, or which are the alleged result of any act or omission of the Purchaser.
- 9.8. The Purchaser is liable for any damage incurred by E2Pack and E2Pack's personnel, causing direct or indirect damages, including those to third parties or objects, due to failure to observe the directives and obligations listed above.

10. Warranty and Remedies for Defects

- 10.1. E2Pack guarantees that its products and services are delivered and performed in conformity to the specifications as provided for by the Contract. E2Pack guarantees that its products will comply with Italian law and with the European legislation pertaining to the CE marking. In any event, the Purchaser shall timely inform E2Pack: (i) of the law in force in the territory in which the product will be sold in order to enable E2Pack to produce the product in obedience to this law; (ii) of any particular specifications to which the product has to conform. The costs and expenses for making the product compliant with non-European laws shall be borne entirely by the Purchaser.
- 10.2. E2Pack warrants the proper performance of installation work, repairs and other services will be executed in accordance with the Contract.
- 10.3. The warranty period is specified in the Contract.
- 10.4. The warranty covers the repair or replacement of proven defective parts or products, except wear and tear parts, whereas defect means that the part or the product is not compliant with the given specification ("Defect").
- 10.5. The warranty is void if the Defects are under Purchaser's responsibility, such as, but not limited to: (i) negligent, unsuitable or improper use; (ii) wrong or improper installation; (iii) defective construction works or unsuitable foundations; (iv) unsuitable or incorrect power supply (electrical, gas, air, oil, etc.); (v) Improper repair or replacement (v) failure to comply with operating instructions, safety instructions, maintenance instructions; (vi) natural wear and tear; (vii) improper exposure of the part to high temperature, water or any other extraordinary condition (chemical, electrochemical or electric effect).
- 10.6. The Purchaser shall notify E2Pack of any Defect within 7 (seven) days after receipt of the products or after the execution of the services ("Defect Notice"); in case of hidden Defects the Purchaser shall notify E2Pack of any Defect within 7 (seven) days from the discovery of the Defect: if no Defect Notice will be issued within that time, the products and the executed services will be considered accepted and neither the products can be returned to E2Pack nor E2Pack can be requested to re-execute the services or be held liable for any damages arising out of the Defect. The Defect Notice shall be issued in writing and shall specifically indicate the Defect.
- 10.7. E2Pack has the right to inspect and test the product deemed to be defective and to request the return of this product to the E2Pack offices at the Buyer's expense. In the event that the complaint of the Defect proves to be justified, the Buyer is required to reimburse E2Pack for any expenses incurred (e.g. boarding costs, travel expenses and working time of the engineers or other E2Pack staff).
- 10.8. Should the part or the product itself proven to be defective by a decision having the force of *res judicata*, E2Pack shall be entitled to repair the Defect or replace the product free of charge, according to the circumstances of the case; in case the part to be replaced is not in E2Pack's immediate disposal, the replacement shall be performed in a reasonable time taking into consideration the need to produce that part and any technical timetable, also pertaining to the subcontractors activities, related to the said production. Replaced parts shall become property of E2Pack.
- 10.9. The Purchaser shall provide E2Pack with the time and opportunity required to repair the Defect or deliver the replacement part. Whenever such time and opportunity are not granted, E2Pack will not be liable for the Defect.
- 10.10. In the event of unauthorised modifications of the products, all of E2Pack's warranties and support obligations, whether pursuant to the terms of this General Terms, the Contract or otherwise, will automatically expire and become null and void.
- 10.11. Repaired or replaced parts of the products have no additional or separate guarantee and do not affect or extend the guarantee period of the related products.

11. Liabilities of E2Pack

- 11.1. As far as the services are concerned, E2Pack is not liable for any loss or damage (i) caused by support personnel supplied by the Purchaser or by the Purchaser himself or (ii) resulting from defects of installation/supervision, repairs or other services unless caused by E2Pack's gross negligence or intentional conduct.
- 11.2. In any event, E2Pack shall be liable for Purchaser's loss or damage only to the extent that such has been caused intentionally or through gross negligence by E2Pack and, for direct damages, for a maximum amount of the 10% of the value of the Contract. This limitation of liability shall apply for all damage claims based on any legal grounds whatsoever. In any case, E2Pack shall not be liable for any liability in tort; positive breach of contractual obligations; fault in negotiations (*culpa in contrahendo*); reliance; consequential damage; indirect damage; punitive damage; loss of profit; loss of production; incidental loss; non-performance loss; non-pecuniary loss; delayed performance; inaccurate or incomplete information or advice.
- 11.3. The exclusions and limitations in this clause shall apply to the fullest extent permitted by applicable laws, rules and regulations. The Purchaser shall undertake any liability related to the compliance with the environmental laws on the site, including but not limited to any liability related to waste disposal.

12. Intellectual Property and Confidentiality

- 12.1. E2Pack will retain the right of ownership, and the copyright of any document and software submitted to the Purchaser, including but not limited to offers, electrical and mechanical drawings, manuals and mould design data books, both before and after the entry in force of the Contract governed by these General Terms.
- 12.2. The Purchaser is granted a non-exclusive right to use the documentation and the software supplied with E2Pack's products only with reference to the products supplied by E2Pack, for the sole scope of install, operate and maintain E2Pack's products.
- 12.3. The software and the documents shall not be reproduced or made anyhow available to any third party without prior written consent of E2Pack.
- 12.4. The Purchaser shall not use or permit to use any name, trademark, trade name, insignia, logo, symbol or slogan and any other distinctive sign - even if not protected - owned or used by E2Pack, unless previously authorised in writing by E2Pack.
- 12.5. Should the Purchaser make an unauthorised use, duplication or transfer of any software or document, or otherwise attempt to decompile or reverse engineer the software, E2Pack may terminate the right granted to the Purchaser under this section and the Purchaser shall, upon and in accordance with E2Pack request, return or destroy all copies of the documents and the software in its possession. No prejudice is made for further claim for damages in case of breach of copyright and confidentiality obligations.
- 12.6. In the event of termination of the Agreement, E2Pack has the right to ask the Buyer to return the software and documents.

13. Indemnity and Patent Disputes

- 13.1. The Purchaser shall hold E2Pack harmless against any claims of third parties related to products and services provided under the contracts governed by these General Terms.
- 13.2. Should any dispute on alleged infringement of intellectual property rights arise, E2Pack shall hold the Purchaser harmless for claims on the products subjected to the infringement action.
- 13.3. Whenever a product is customized according to Purchaser's instructions, information or drawings, the Purchaser shall ensure that no third-party rights such as patents, utility models or other proprietary rights or copyrights are infringed and shall hold E2Pack harmless against any claims should arise in conjunction with such instructions, information or drawings provided.

14. Assignment

- 14.1. The Purchaser shall not assign or transfer the Contract, its claims, or any of its rights or obligations in any contract governed under these General Terms, without the previous written consent of E2Pack.

15. General Provisions

- 15.1. E2Pack shall have the right to terminate the Contract, by means of a written notice, if the Purchaser fail to fulfil its obligations provided for Articles 3, 4.2, 5.2, 8, 9, 10, 12, 13 and 14.
- 15.2. Without prejudice to the law, if the Purchaser terminates the Contract for any reason not attributable to any E2Pack's breach, in any case: (i) the Purchaser shall be obliged to indemnify and hold E2Pack harmless for the works carried out until the date of termination, to be quantified on the basis of their Contract value, and for any consequences arising from the termination; (ii) E2Pack shall be entitled to hold and shall not be obliged to reimburse any and all amounts paid by the Purchaser to E2Pack until the date of termination, without prejudice to any further damages.
- 15.3. Any alteration or amendments to this General Terms, to the Contract and to any supplementary and additional agreements to which the General Terms apply or that are by any chance related to the Contract, must be previously agreed by E2Pack in writing to become effective.

- 15.4. Should a provision of the Contract or of these General Terms be fully or partially invalid, the validity of the remaining provisions shall not be affected. The invalid provision shall be deemed to have been replaced by such valid provision as comes closest to having the economic effect of the invalid provision.
- 15.5. These General Terms and the Contract shall be governed by and interpreted according to the laws of the Italian Republic, no consideration shall be given to the Italian Republic conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980 – “**CISG**”) shall apply (“**Governing Law**”); it is expressly agreed and understood between the parties that the CISG shall apply without any limitation also in case the Purchaser’s place of business is located in a State which is not a contracting State of the CISG and in any other case in which the CISG is not applicable to the Purchaser for whatever reason. As a consequence, Article 1341 and 1342 of the Italian Civil Code shall not apply and the Purchaser hereby waives any rights, claims or remedies in this respect.
- 15.6. All disputes arising out of these General Terms and/or out of the Contract or related to its violation, termination or nullity shall be finally settled under the Rules of Arbitration and Conciliation of the International Arbitral Centre of the Austrian Federal Economic Chamber in Vienna (“**VIAC Rules**”) by one arbitrator appointed according to the VIAC Rules who shall decide the case according to the Governing Law only. The seat of the arbitration shall be Vienna (Austria) and the language of the arbitration shall be English. The costs of the arbitration, including any lawyers’ and/or experts’ fees shall be borne entirely by the losing party. The parties will keep confidential the arbitral procedure and any and all documents pertaining to that procedure.

16. Personal data treatment

- 16.1 The parties acknowledge that, in the course of the contractual relationship, even in the pre-contractual stage, they may come into possession of personal information regarding employees, directors, officers and other representatives of the other party (“**Business Contact Data**”). The parties, in accordance with EU Regulation 2016/679 and the national implementation regulations applicable from time to time, including Italian Legislative Decree 196/2003 (hereinafter jointly the “**Applicable Privacy Law**”), will process the Contact Data Business exclusively for purposes related to the Contract, including the execution and maintenance of the contractual relationship, administrative-accounting purposes and the execution of legal obligations. The Buyer agrees that the provision of personal data for the purposes indicated and consent to the processing of such data is to be considered necessary and any refusal to provide them could make it impossible for E2Pack to enter into contractual relationships. If, for the purposes of the execution of the Contract, the parties find that it is necessary to process additional personal data (other than Business Contact Data) pursuant to the Applicable Privacy Law and of which E2Pack is the Data Controller, they undertake as of now to compliance with the provisions of the Applicable Privacy Law, in the roles that will be respectively assumed by each party in the context of the processing of personal data. In the latter case, E2Pack will appoint the Purchaser, who will accept, responsible for the treatment pursuant to art. 28 of the GDPR, with an act that will be agreed between the parties and, consequently, the Purchaser will undertake, by virtue of this appointment, to comply with the provisions and obligations placed on him by the Data Controller, as well as by the applicable Privacy Law .