

LAMBERTI DEUTSCHLAND GmbH: GENERAL TERMS AND CONDITIONS OF SALE

1. General Terms

1.1 Unless otherwise agreed in writing by Lamberti Deutschland GmbH ("Lamberti" or "Vendor") and its customer ("Buyer"), singly referred to as "Party" and collectively "Parties", these General Terms and Conditions of Sale ("GTCS") shall exclusively apply to all Lamberti's offers, quotations, orders, confirmations, sales and delivery of all products (singly referred to as "Product", and collectively "Products") provided by Lamberti to the Buyer. For clarity, Buyer's terms and conditions of purchase, or any other general conditions of sale, other than these GTCS, shall not apply and are expressly rejected.

1.2 Unless otherwise agreed in writing, i) no waiver, modification or deviation of any provision hereof shall be binding upon Lamberti, and ii) these GTCS supersede any and all terms of prior oral or written communications, agreements and understandings of the parties in respect of the sale and delivery of the Products and shall apply in preference to and supersede any and all terms and conditions of any order placed by Buyer and any other terms and conditions submitted by Buyer. The current version of the GTCS shall be those posted on Lamberti's internet website. These GTCS and their amendments shall be executed by the Parties, and will take effect from the execution date.

2. Offer and Acceptance

2.1 Unless stated otherwise by Lamberti, all Lamberti's offers and quotations, in whatever form, are non-binding and merely constitute an invitation to Buyer to place a binding order. All quotations issued by Lamberti are revocable and may be subject to change without notice. An agreement ("Agreement") shall only be deemed entered into upon Lamberti's written order confirmation, or if an order has been actually carried out by Lamberti.

3. Prices and Payment

3.1 Prices and currencies of Lamberti's Products are set out and agreed in writing by the Parties in the Agreement.

3.2 Unless otherwise agreed:

3.2.1 Lamberti's prices do not include Value Added Tax or any other applicable taxes, duty, levies or charges in any jurisdiction levied in relation to the Products or the delivery thereof ("Taxes"). The amount of any Taxes, duties, levies or other governmental charges levied in connection with the sale of the Products to Buyer shall be for the Buyer's account and shall be added to each sale invoice.

3.2.2 Full payment must be received without deduction for any offset or counter claims unless Lamberti has given its prior written approval, the counter claim is undisputed or has been legally established. No prompt payments or other types of discounts apply. Buyer shall only be entitled to exercise a right of retention due to claims other than claims for subsequent performance if his counterclaims have been legally established or are undisputed. His right of retention from claims for subsequent performance is limited to the simple value of the subsequent performance.

3.2.3 Unless otherwise stated, payment by Buyer is due thirty (30) days after the ship date appearing on Lamberti's invoice. The delay in payment entitles Lamberti to suspend ongoing supplies with immediate effect. In case of delayed payment of the amounts due related to Products supplied and invoiced, Lamberti shall be entitled to debit interests on arrears provided for by the Directive 2011/7/EU and the relevant national implementation rules, which will be due from the date of expiry of the invoices, calculated as the sum of the interest rate applied by the European Central Bank to its most recent main refinancing operation carried out before the first calendar day of the half-year in question ("the reference rate"), plus at least seven percentage points ("the margin").

3.2.4 In the event of late payment exceeding 60 days, Lamberti also reserves the right to claim against Buyer by recovering the goods sold and/or sending a formal letter for the immediate termination of the Agreement.

4. Delivery - Acceptance - Transfer of risks

4.1 The delivery of Products as agreed between Lamberti and Buyer, as well as any risk of accidental destruction, deterioration or loss of the Products shall be governed by the Incoterms ICC rule in force at the time of the conclusion of the Agreement, as specified in each order or confirmation document. Lamberti will use all its reasonable efforts to respect the planned delivery date which shall be deemed to be only approximate and shall not be binding, unless stated otherwise and in agreement between the Parties. Lamberti shall keep Buyer informed of any significant deviation from the agreed delivery date.

4.2 If delivery cannot take place within [10] calendar days of the agreed time, Buyer shall be entitled to cancel the order, communicating in writing the grounded reasons why the new proposed delivery date will not be suitable for its purposes.

5. Returns of Products and complaints

5.1 On delivery and during the handling, mixing, alteration, incorporation, processing, transportation, storage, importation and (re)sale of the Products (the "Use"), Buyer shall examine and inspect the Products and, in any case, not later than 30 calendar days from the delivery date, accept that they meet the agreed quantity. If no such shortage is reported within the stated timeline, the shipment shall be conclusively deemed to have been complete.

5.2 Without the prior written consent of Lamberti, the Buyer cannot make returns of the delivered Products in case that (i) the Products are new and undamaged and (ii) Buyer can prove that the Products have been stored by Buyer in an appropriate way. If the Products are returned without authorization, transport, shipping costs, and storage will be at the risk and expense of the Buyer. This Art. 5.2 does not apply to the return of defective Products.

5.3 Buyer shall inspect the Products without undue delay and timely notify Lamberti of defects. Buyer shall notify Lamberti in writing of any visible defects within ten (10) working days of receipt of the Products. Buyer shall inform Lamberti in writing of hidden defects without undue delay, but in any case within ten (10) working days after discovery.

5.4 If Buyer fails to notify Lamberti within the time limit set forth in Art. 5.1 and 5.3, the Products shall be deemed to have been approved by Buyer.

6. Packaging

6.1 Unless otherwise stated the packaging shall generally be deemed as disposable. For delivery within Germany, Lamberti complies with its obligations under section 15 paragraph 1 of the packaging law (*Verpackungsgesetz*) and takes back its packaging. Return shipment shall be at the expense of Buyer.

6.2 In case the packaging is returnable, hired or loaned ("Reusable Packaging"), it shall, at all times, remain the property of Lamberti. Packaging under this Art. 6.2 may neither be exchanged nor refilled. Buyer bears the risk of diminution in value, mixing up and loss. The use of the returnable packaging as a storage container or its transfer to third parties is not permitted unless this has been agreed in writing in advance. The packaging shall be returned at Buyer's cost and own risk to Lamberti in emptied, safe and good condition within 30 days from delivery. If Buyer is in default with the fulfilment of the obligation to return the Reusable Packaging, Lamberti shall be entitled to charge an appropriate fee and, after unsuccessfully setting a period of time for the return of the Reusable Packaging, to demand the replacement price, taking into account the aforementioned fee.

7. Warranties

7.1 Lamberti warrants that:

a) the Products are in compliance with the agreed quantity and technical specifications (the "Specifications"), and/or technical data sheets and/or certificate of analysis ("Technical Documentation") in the time of the transfer of risk;

b) neither the intellectual property rights related to the Products nor their importation, storage, promotion, sale and distribution, infringe any intellectual property rights, (including but not limited to trademarks, patents and copyrights) of any third parties;

c) the Products are in compliance with all applicable laws and regulations, including REACH regulations, affecting the formulation, manufacture, packaging, promotion, marketing, use or sale of the Products;

d) the warranty period applicable to each type of Products shall correspond to their shelf-life, as described in the Technical Documentation.

7.2 Lamberti makes no other express or implied warranty, except insofar as such exclusion is not permitted by law, concerning any Products, including, without limitation, any warranty of fitness for a particular purpose, use, processing or application (Buyer's use, processing and application are outside of Lamberti's control and Buyer is solely responsible for such use, processing and application), any warranty of satisfactory quality or any warranty as to correspondence with any description or sample. The suitability of the Product(s) sold hereunder for the uses and applications contemplated by Buyer is the sole and exclusive responsibility of Buyer.

7.3 Lamberti does not warrant against any claim of infringement of any patent based on (i) combinations of any Products with other materials, intermediates or products, or (ii) the use of any Products in the operation of any process or application.

8. Transfer of ownership

8.1 The ownership of the Products shall pass to Buyer upon delivery thereof, in accordance with the Incoterms ICC rule in force at the time of conclusion of the Agreement, as specified in each order or confirmation document.

9. Buyer's right in case of defects

9.1 If there are discrepancies between the Specifications and the delivered Products such as to render the Product unfit for its intended use or significantly decrease its value, Buyer shall have the right to:

- i) withdraw from the Agreement or
- ii) obtain a price reduction.

9.2 If the Buyer makes a quality complaint, Buyer shall only be entitled to a claim for subsequent performance (rectification of the defect within a reasonable period or subsequent delivery free of defects, at Lamberti's discretion). Buyer shall only be entitled to further statutory rights (withdrawal or reduction, compensation for damages or reimbursement of expenses) if the subsequent performance has failed or is unreasonable. The same shall apply if Lamberti seriously and finally refuses subsequent performance, unless Lamberti refuses because subsequent performance would only involve disproportionate costs for Lamberti. A subsequent performance shall only be deemed to have failed if Lamberti has made three (3) unsuccessful attempts of subsequent performance. Lamberti shall only be liable for loss of profit and other financial losses if Buyer is entitled to claim damages instead of the entire performance (*Schadensersatz statt der ganzen Leistung*). In addition, the limitations of liability in accordance with Art. 11 of these terms and conditions shall apply.

9.3 Claims arising from defects are subject to a limitation period of one (1) year after transfer of risk, unless the liability relates to injury to life, body or health.

10. Trademarks

10.1 Buyer undertakes not to use the trade names of Lamberti for deliveries and invoicing of the Products. Buyer also undertakes not to use the colours, trademarks and logo of Lamberti on any of its advertising, letterheads or website.

10.2 Buyer agrees to use Lamberti's trademark and logo exclusively under the terms and conditions that may be expressly agreed between the Parties, or that will be indicated by Lamberti from time to time, and nothing in this Agreement confers on Buyer an ownership interest in, or full title to, the Lamberti Trademarks, the ability to assert a claim or right of any nature therein.

10.3 Buyer undertakes not to register any trademarks, company name, domain name which may be identical or confusingly similar to any of the trade names or trademarks of Lamberti.

10.4 Buyer undertakes not to challenge in any way the validity and/or the use of the trade name or trademarks of Lamberti made by Lamberti or by any affiliated companies authorized by Lamberti.

11. Liabilities

11.1 Each Party shall indemnify and hold harmless the other Party from and against all claims, liabilities, costs, damages and expenses whatsoever which arise from its material breach of the provisions of the Agreement.

11.2 Lamberti shall indemnify and hold harmless the Buyer from and against all claims, liabilities, costs, damages and expenses which arise out of, and are directly and exclusively attributable to a proved specific causal nexus to any fault or defect in the materials or workmanship of the Products, except to the extent the liability arises: i) as a result of Buyer's misconduct, including, without limitation, defects caused by the handling or storage of the Products by the Buyer in a manner different from Lamberti's instructions; ii) from the improper use of the Product alone and/or in combination with other products by the Buyer and/or Buyer's customers (for the avoidance of doubts, it is understood and agreed that "improper use" shall mean the use of the Product in a manner that conflicts with the instructions recommended by Lamberti and/or from the Technical Documentation and/or from the best available technique to manufacture the final goods in which the Product is intended to be used by the Buyer or by the Buyer's customers).

11.3 LAMBERTI SHALL BE FULLY LIABLE FOR DAMAGES IN THE EVENT OF INTENT OR GROSS NEGLIGENCE. IN THE EVENT OF SLIGHT NEGLIGENCE (LEICHTE FAHRLÄSSIGKEIT); LAMBERTI SHALL ONLY BE LIABLE FOR DAMAGES RESULTING FROM INJURY TO LIFE, BODY AND HEALTH AS WELL AS FOR DAMAGES RESULTING FROM BREACH OF AN ESSENTIAL CONTRACTUAL OBLIGATION (I.E. AN OBLIGATION THE FULFILMENT OF

WHICH IS ESSENTIAL FOR THE PROPER PERFORMANCE OF THE CONTRACT AND THE OBSERVANCE OF WHICH THE OTHER PARTY MAY REGULARLY RELY ON). IN THE EVENT OF A BREACH OF AN ESSENTIAL CONTRACTUAL OBLIGATION, LAMBERTI'S CUMULATIVE LIABILITY SHALL BE LIMITED TO THE FORESEEABLE, TYPICALLY OCCURRING DAMAGES. THE PARTIES AGREE THAT THE AMOUNT OF THE FORESEEABLE, TYPICALLY OCCURRING DAMAGES DOES NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO LAMBERTI FOR THE PRODUCTS IN THE TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM FIRST AROSE. IN THE EVENT THAT THE CLAIM FIRST AROSE BEFORE A PERIOD OF TWELVE (12) CONTRACTUAL MONTHS HAS PASSED, THE AMOUNT PAID TO LAMBERTI UNTIL THE RESPECTIVE DATE HAS TO BE PROJECTED TO A PERIOD OF TWELVE (12) MONTHS. THE LIMITATIONS OF LIABILITY SET OUT HEREIN SHALL ALSO APPLY TO ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING FROM OR IN RELATION TO ANY DELIVERIES OR CONTRACTS BASED ON THESE TERMS AND CONDITIONS. THE LIMITATIONS OF LIABILITY SET OUT HEREIN SHALL ALSO APPLY TO DAMAGES RESULTING FROM A BREACH OF DUTY BY VICARIOUS AGENTS OR LEGAL REPRESENTATIVES OF LAMBERTI. LIABILITY ACCORDING TO THE GERMAN PRODUCT LIABILITY ACT, IN CASE OF MALICIOUSLY CONCEALED DEFECTS AS WELL AS IN CASE OF AN ACCEPTED QUALITY GUARANTEE FOR PRODUCTS REMAINS UNAFFECTED.

11.4 Buyer assumes all risks and liabilities for all losses, damages or injuries to person or property including, without limitation, pollution, environmental damages and restoration or remediation liability, resulting from i) Buyer's misconduct, including, without limitation, damage caused by handling or storage of the Products by the Buyer in a manner different from Lamberti's instructions; ii) the improper use of the Product alone and/or in combination with other products by the Buyer and/or Buyer's customers. Buyer shall defend, indemnify and hold harmless Vendor, Vendor's affiliates, and their respective officers, employees, agents and representatives from any and all claims and liabilities that arise as result of Buyer's handling, storage, use or disposal of the Product(s) sold hereunder.

11.5 Nothing in these GTCS limits or excludes any liability that cannot be limited under applicable laws including, without limitation, liability for death or personal injury caused by negligence.

12. Force majeure

12.1 Neither Party shall be liable for failure to perform any obligation insofar as it can prove (i) that the failure is due to an impediment outside its control and (ii) that it could not reasonably be expected to have foreseen the impediment and its effects upon its ability to perform, at the time of signing of the Agreement; and (iii) that it could not reasonably have avoided or overcome the impediment or its effects (hereinafter the "Force Majeure Event"). For the purpose of this article a "Force Majeure Event" shall include, but shall not be limited to, any war, fire, mechanical breakdowns, accident, earthquake, epidemic, pandemic or other casualty, or any labour disturbance or act of God, or any other contingency beyond reasonable control. Upon the occurrence of a Force Majeure Event, the affected Party shall notify the other Party, in writing, setting forth the nature of the event, its expected duration and how performance is affected. The affected Party shall resume performance of its obligations hereunder as soon as practicable after the Force Majeure Event ceases. Notwithstanding the foregoing, should the Force Majeure Event continue for a period longer than six months, the other Party may, at its discretion, terminate the Agreement without further liability for either Party.

13. Hardship

13.1 Should one of the Parties believe that the occurrence of events not contemplated by the Parties at the time of execution of the Agreement and which is not attributable to the Parties themselves, causes an excessive burden on the performance of the obligations of this Agreement, altering the equilibrium of the financial relationships between the Parties, then such Party may make a request for a revision or termination of the Agreement. The Parties shall consult each other with a view to revising the Agreement on an equitable basis in order to ensure that neither Party shall suffer excessive prejudice. Should the Parties agree on an equitable amendment of the Agreement and/or any Annex they shall sign a written Addendum of the Agreement.

14. Compliance with Laws

14.1 Each Party agrees to comply with all Laws and regulations, including Regulation EC No. 1907/2006 of the European Parliament and the Council on registration, evaluation, authorization and restriction of chemical substances ("REACH Regulation") and any national implementation acts like the German Chemicals Act (*Chemikaliengesetz*) and the Chemicals Prohibition Ordinance (*Chemikalienverbotsverordnung*), applicable to it and affecting the formulation,

manufacture, packaging, promotion, marketing, transport, customs clearance, use or sale of the Products. Without prejudice to the foregoing, neither Party shall be liable to the other Party for civil and criminal sanctions which have been imposed on such other Party, as well as administrative sanctions and deferred prosecution agreement penalties and/or monetary obligations, for such other Party's own breach – or alleged breach – of anti-corruption obligation, and the legal fees related to those proceedings, investigations and prosecutions.

14.2 Buyer warrants and represents that the supply of the Products (or items into which Products have been incorporated) by Buyer to a third party, shall not place Lamberti in breach of any applicable export control or sanctions rules. Buyer shall not supply Products (or items into which Products have been incorporated) directly or indirectly to any entity based in countries subject to high-risk jurisdiction alerts of the Financial Action Task Force. Buyer's failure to comply with this article shall constitute a material breach of this Agreement. Buyer shall indemnify Lamberti against any losses, liabilities, damages, costs (including legal fees) and expenses incurred by, or awarded against, Lamberti as a result of any breach by Buyer of this article.

14.3 Buyer represents and warrants that it is not, nor is it, owned by or associated with any party that is designated on any E.U., U.S. or other government restricted parties lists, including without limitation the U.S. Treasury Department Office of Foreign Assets Control's ("OFAC") Specially Designated Nationals and Blocked Persons List, and the Buyer agrees that it will not sell or transfer any goods to such persons. Buyer shall comply with all E.U., U.S. or other applicable economic sanctions and export control laws and regulations, including without limitation, the regulations administered by the OFAC, and shall in any case refrain from resale the Products, both directly and indirectly, to any entity and/or person and /or end user which is (and/or whose beneficial owner(s) is/are) deemed as Specially Designated Nationals (SDNs) by the OFAC of the US Department of the Treasury and /or is listed in any of the black lists issued by the European Union (as may be updated from time to time) and/or included in one of the lists adopted according to Art. 41 of the Charter of the United Nations.

14.4 In case of breach by the Buyer of its undertakings, representations and warranties under Articles 14.1 if the Buyer does not remedy the breach within two (2) weeks after receipt of the notice of such breach.

14.5 In case of breach by the Buyer of its undertakings, representations and warranties under Articles, 14.2 and 14.3, Lamberti has the right to terminate the Agreement with immediate effect.

14.6 In case of breach by Lamberti of Its undertakings, representations and warranties under Art. 14.1, Buyer has the right to terminate the Agreement if Lamberti does not remedy the breach within two (2) weeks after receipt of the notice of such breach.

15. Assignment

15.1 Subject to Art.15.2, the Agreement (including all rights, duties and obligations hereunder) will be binding upon and inure to the benefit of the respective successors and assigns of the Parties, and may not be transferred or assigned by either Party without the prior written consent of the other Party, such consent shall not be unreasonably withheld.

15.2 It is understood that Lamberti has the right to assign the Agreement without Buyer's consent to an affiliate of Lamberti, or to a buyer or other successor to Lamberti's assets used in the manufacture of the Products.

16. Data Protection

16.1 Both Parties are bound to strict compliance with the provisions of the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter "GDPR") and other applicable legislation on information security and personal data protection.

16.2 Personal data included in this Terms & Conditions or exchanged between the Parties in order to execute this Agreement shall only be processed by the Parties for this purpose. Each Party shall be responsible for the processing of participant's personal data included in this Agreement.

16.3 Data subjects may contact Lamberti SPA's Data Protection Officer at the following e-mail address: privacy@lamberti.com.

16.4 Signatories' contact data will be processed by the Parties, as well as other contact persons' personal data provided during the course of this contractual relationship. The aforementioned personal data categories will be processed in order to enable the development, fulfilment and control of the contractual relationship that has been entered into. The legal basis of the processing is the performance of the contract for the provision of services between the Parties. Moreover, processing is necessary for the purposes of the legitimate interests pursued by the Parties, in order to carry out the management of the contractual relationship between them.

16.5 Personal data will not be transferred to third parties, nor will they be subject

to automated decisions. Likewise, it will not be necessary to carry out international transfers of your data to countries that do not have an equivalent level of protection to European regulations ("Third Countries"). In the event the contracting of service providers located in Third Countries is necessary for the processing of your data, such hiring will be carried out after complying with all requirements established by data protection regulations as well as after having applied the necessary guarantees and safeguards to preserve your privacy. For further information on guarantees in relation to international data transfers, data subjects may contact the pertinent Data Protection Officer, through the e-mail addresses indicated above.

16.6 Personal data will be held throughout the term of the contractual relationship. Once this contractual relationship has ended, personal data will be kept blocked throughout the statutory limitations of the obligations that may have arisen from the data processing and/or the legal periods applicable. After the termination of the relationship, personal data will be processed for the sole purpose of proving compliance with legal or contractual obligations. At the end of these periods of limitation, the data will be deleted or, alternatively, anonymised.

16.7 Data subjects have the right to access their personal data, rectify inaccurate data, request its deletion when data are no longer necessary, request opposition or limitation of its processing or request its portability. To exercise these rights, they may send a message to the Data Protection Officer at the e-mail addresses indicated above.

16.8 If any data subject considers that the processing of their personal data violates the regulations, he/she may (i) file a complaint with our Data Protection Officer or (ii) file a complaint with the German Data Protection Agency.

17. Anti - Bribery

17.1 The Buyer shall comply with any law, regulation, directive and applicable law of any authority, governmental entity, and any other national and international institution relating to practices and offences of corruptive nature (the "Applicable Law"), including rules concerning illegal payments or offers or promises of money or other benefits to public officials or persons in charge of public services for the performance of their duties or powers.

17.2 The Buyer shall, and shall procure that its officers, directors, employees, contractors or consultants shall not undertake, directly or indirectly, any action in the performance of the Agreement and supply provided therein, which may constitute a breach of any Applicable Law, and, in particular, the Buyer shall not, and shall procure that its officers, directors, employees, contractors or consultants shall not: a) offer, make or authorize any contribution, payment of gift or other benefits to public officials or persons in charge of public services officials, employees or agents of any authority, governmental entity, and any other national and international institution; b) make a contribution, of any nature, to any candidate to a public office.

17.3 In case of breach of the Buyer of its undertakings under Article 17.2 Lamberti has the right to terminate the Agreement with immediate effect by sending a written notice if the Buyer does not remedy the breach within two (2) weeks from receipt of the written notice.

18. Applicable Law and Jurisdiction

18.1 The GTCS and the Agreement shall be governed by the laws of the Federal Republic of Germany without regard to any choice of law provisions thereof and excluding the Convention on Contracts for the International Sale of Goods.

18.2 Without prejudice to Art.18.3, and all claims and disputes, involving the Parties and arising out of or in connection with the Agreement, or the execution, interpretation, validity, performance, breach or termination hereof which cannot be finally resolved by the Parties within fifteen (15) days of the dispute being raised by amicable negotiation and conciliation, shall be exclusively resolved by the court of Mannheim.

18.3 All disputes relevant to confidential information or data protection arising out of, related or connected to the Agreement, shall be settled by arbitration under the Rules of the German Arbitration Institute (Deutsche Institution für Schiedsgerichtsbarkeit - DIS) (the Rules), by a sole arbitrator, appointed in accordance with the Rules, which are deemed to be incorporated by reference into this article. The Arbitral Tribunal shall decide in accordance with the rules of law of the Federal Republic of Germany.

18.4 The seat of the arbitration shall be Mannheim. The language of the arbitration shall be German or English, as the Parties will decide from time to time.

19. Miscellaneous

19.1 Notices: notice by either Lamberti or Buyer will be made only by e-mail to the address set forth in the Agreement – or in the relevant correspondence - with confirmation, or by letter addressed to the other Party at its address in the Agreement or in the relevant correspondence, and will be considered given as of the time it is confirmed by read receipt for e-mail. If no contact information is

provided in the Agreement, notices to Lamberti should be made by e-mail to Lamberti-Deutschland@lamberti.com.

19.2 Language: these GTCS are executed in German and English. In case of any discrepancy, the German text shall prevail.

19.3 Confidentiality: any technical, commercial, industrial, financial or other information related to the Vendor, Lamberti Group (to include any and all affiliate(s), directly-indirectly controlled companies and related parties to Lamberti) and the Products and/or their samples supplied or disclosed by Lamberti to Buyer or otherwise obtained by Buyer whether prior to or after the conclusion of the order with Buyer for the sale of Products (the "Confidential Information"), shall be treated as strictly confidential by Buyer, which engages confidentiality commitments also on behalf of its employees, contractors, advisors and consultants. The confidentiality obligations shall not apply to any information that Buyer can show and demonstrate was in its possession before receiving it from Lamberti, or was in the public domain, or was acquired from a third party without violating the confidentiality obligations Buyer shall:

- a) not use Lamberti's information and samples, except for the purpose of this Agreement;
- b) not analyze the samples to determine the composition of samples and not to reverse engineer the sample;
- c) not measure the properties of samples, except as reasonably necessary to accomplish the purpose;
- d) not transfer or make Lamberti's Confidential Information or samples available to others (including patent offices);
- e) not make copy or duplicate the Confidential Information or samples without the prior written consent of Lamberti;
- f) limit access of Lamberti's Information and samples to persons that require that access to achieve the purpose of this Agreement, provided those persons are advised and are subject to the obligations of this Agreement;
- g) return to Lamberti or destroy any unused samples when requested by Lamberti;
- h) not file any patent, utility model or design application based upon or disclose any of Lamberti's information or samples, or disclose any Lamberti-proprietary designation for its samples, unless with prior written consent of Lamberti.

All obligations of confidentiality set forth in this Art. 19.3 shall survive the termination of the Agreement and remain in force for an indefinite period until the Confidential Information has come into the public domain without the Buyer or any of its representatives having been involved in breach of the commitments hereunder or otherwise responsible for the unauthorised disclosure.

19.4 Severability: should any provision of these terms and conditions in whole or in part be invalid or unenforceable or later lose its legal validity or enforceability, this shall not affect the validity of the remaining provisions of these terms and conditions. The same applies if it should turn out that these terms and conditions contain a loophole. In order to replace the invalid or unenforceable provisions or to fill the gap, an appropriate provision shall apply which comes closest to what the parties would have wanted or would have wanted according to the meaning and purpose of these terms and conditions, if they had considered this point when concluding these terms and conditions or when subsequently adding a provision.