

EUROPEAN UNION RESTRICTIVE MEASURES (SANCTIONS) COMPLIANCE CLAUSE

GIMA S.p.A. operates in full compliance with the restrictive measures (sanctions) adopted by the European Union against certain States or Territories, non-state entities or persons under the Common Foreign and Security Policy (CFSP) and relative implementing legislation.

The Customer declares and warrants that neither they nor any party associated with them, nor any of their administrators, executives, directors, agents or employees or similar, whether directly or indirectly, is a Sanctioned Person, nor have they engaged in any activity or operation in breach of the Sanctions, nor are they involved in any related dispute, action or investigation; nor do they act on behalf of or under the direction or directives or instructions of a Sanctioned Person.

The Customer also warrants that they will not re-sell, supply, transfer, export or re-export, or deliver, including free of charge, the Products, whether directly or indirectly, in or to a Sanctioned Country for use within that country or for the benefit of a Sanctioned Person.

The Customer also undertakes to avoid any shipping route that passes through a territory in which the transport of the Products is prohibited or the Products are subject to Sanctions.

The Customer declares that they are the end user of the Products or that they have adopted suitable due diligence procedures in order to prevent the Products from being sold, transferred, exported or re-exported to a country subject to Sanctions, for use within that country or for the benefit of a Sanctioned Person.

Any breach of the commitments assumed with regard to the European Union's restrictive measures (sanctions) constitutes a breach of an essential part of the contract and shall entitle GIMA S.p.A. to terminate the contract, as well as every supply in progress, with immediate effect, without prejudice to the right to seek compensation for further damages.

Furthermore, in the event of a breach of the obligations assumed with regard to the European Union's restrictive measures (sanctions), the Customer shall hold GIMA S.p.A. harmless from and against any and every loss, claim, damage, penalty or sanction, cost, expense or liability to which GIMA S.p.A. might be potentially subject or that might be brought or charged against GIMA S.p.A. as a result of the failure to comply with the Sanctions.

Upon request, the Customer shall provide GIMA S.p.A. with the utmost collaboration and all the necessary documentation (by way of example, an *End-User Statement*), suitable to demonstrate compliance with applicable European Union legislation on restrictive measures (Sanctions), as well as every other relevant Customs legislation.

DEFINITIONS RELATING TO THE EUROPEAN UNION RESTRICTIVE MEASURES (SANCTIONS) COMPLIANCE CLAUSE

Pursuant to and for the purposes of these terms and conditions of sale, the following terms are defined as follows:

“Sanctioning Authority”: means the United Nations Security Council, any competent authority or entity of the European Union or of the United States of America duly authorised to impose Sanctions;

“Customer”: any party who plans to purchase one or more of the Products listed in the price list.

“List of Designated Individuals”: means any list of natural persons, legal persons, entities or organisations designated or subject to restrictive measures (or any equivalent list) adopted by any

Sanctioning Authority, including, by way of example and not limited to, the *EU Consolidated Sanctions List* and the List of Specially Designated Nationals and Blocked Persons (SDN List) of the Office of Foreign Assets Control (OFAC) of the United States.

“Product” or “Products”: one of the goods subject to the general terms and conditions of sale and listed in the price list.

“Sanctioned Country”: a State or Territory against which Sanctions have been imposed (such as, for example, the Russian Federation, Belarus, the Islamic Republic of Iran);

“Person”: any party, whether they are a natural person, a legal person, an entity or an organisation;

“Sanctioned Person”: any Person named in a List of Designated Individuals or any Person associated with them, or owned by or controlled by them, or who acts on their behalf or under their direction or directives or instructions.

“Sanctions”: any restrictive measure imposed, administered or applied, from time to time, by any Sanctioning Authority, as supplemented, amended and/or replaced.