

GENERAL PURCHASE CONDITIONS FOR GOODS AND SERVICES

1. Purpose and Scope

1.1 These general purchase conditions (hereinafter "**Terms of Sale**") govern the purchase, by the Buyer, of Goods or the supply of Services by the Supplier in the absence of a specific written contract. Any modification and addition, as well as any condition of sale and/or supply of the Supplier different in whole or in part to these Terms of Sale, will be valid only with specific written acceptance by the Buyer; otherwise these Terms of Sale always prevail.

1.2 The provisions of these Terms and Conditions form an integral and essential part of any Purchase Order and/or Supply Order. In the event that the Order contains a provision contrary to and/or an exemption to one or more of these Terms of Sale, the conditions contained in the individual order shall prevail.

2. Definitions

2.1 In addition to the other definitions contained in these Terms of Sale, it is stated that:

(i) the terms "**Buyer**" or "**Customer**" refer to the company Starhotels S.p.A. that is making a Purchase Order or Supply Order;

(ii) the term "**Supplier**" or "**Contractor**" refers to the Company and/or the person providing the Goods or Services;

(iii) the term "**Technical Documentation**" means any document containing the technical specifications to which the Goods or Services must comply;

(iv) the term "**Goods**" means the items/those goods specified in the Purchase Order and in the Technical Documentation where available;

(v) the terms "**Purchase Order**" and "**Delivery Order**" means the written order in which the Buyer requests from the Supplier the supply of Goods or Services. The term "Order" indiscriminately means a Purchase Order or a Supply Order.

(vi) the terms "**Service**" and "**Services**" means one or more of the services specified in the Supply Order and in the Technical Documentation (where available);

(vii) the term "**Facilities involved**" means the buildings and more generally the facilities owned and/or available to the Buyer in which the Goods are to be delivered or the Service performed.

3. Orders and their modification

3.1 Orders as well as changes and/or additions to them must be formulated in writing.

3.2 The validity of any verbal agreements, including changes and/or additions to these Terms of Sale shall be subject to mandatory written confirmation from the Buyer.

3.3 Quotes will have for the Supplier binding effectiveness and their preparation and submission to the Buyer does not entitle them to compensation of any kind in favour of the same.

3.4 If the Supplier does not accept or does not confirm the Order in writing within 10 (ten) days of receipt or another period prescribed for that purpose in the Order, the Buyer has the right to cancel, subject to its right to full compensation for any resulting damage. It is in any case understood that the execution of an Order within the period prescribed for that purpose, even in the absence of the aforementioned acceptance or confirmation, implies full acceptance of the Order and the Terms of Sale.

3.5 The Technical Documentation, if present, is integral and essential to the Order.

3.6 The Buyer, at any time, may revoke and/or cancel an order not yet executed, if: (i) the Supplier is in a state of insolvency, is put into liquidation or has applied for admission to other insolvency procedures, including receivership, or is declared bankrupt or subject to other insolvency or similar procedures, or has offered its assets to creditors or ceases or threatens to cease operations.

4. Delivery of Goods / Delivery of Services

4.1 Delivery of the Goods and the performance of the Service should be in the location expressly stated in the Order.

4.2 Deliveries or supplies different from the Order and from the technical specifications may be rejected by the Buyer or require, for their acceptance, prior written consent.

4.3 Dates, places and terms of delivery specified in the Order are binding for the Supplier, who must abide by them scrupulously.

4.4 In the event that the Supplier does not comply with the terms specified in the Order, the Buyer reserves the right to refuse delivery of the Goods or performance of the Service, maintaining in any case its right to full compensation for any resulting damage.

4.5 If the Order involves "installation" (Installation, start-up) by the Supplier, unless with the express exception contained in the Order itself, all costs associated, even indirectly, including, by way of example, the cost of travel and transport, are also the responsibility of the same.

4.6 In express derogation from the provisions of the Civil Code art. 1510, the Supplier is not freed from the obligation of delivery by entrusting the goods to the carrier or forwarding freight.

4.7 The unconditional acceptance of late deliveries of Goods or Services does not and in no way can be construed as a waiver from the Buyer for damage requests.

4.8 Concurrently with the delivery of the goods all necessary and appropriate documentation must be delivered to the Buyer for the use of the same (such as, but not limited to, installation and assembly manuals, instructions and operation manuals and warranty certificates).

4.9 The Buyer shall have the right to use any software and related documentation that may relate to the Goods purchased and/or Service rendered and essential to the full use/enjoyment of the same; all in accordance with the characteristics of the service agreed and limits for the use of the software.

5. Price and transfer of risk

5.1 The amount of the consideration for the Goods and Services shall be agreed in each individual order. The agreed prices, unless otherwise agreed in writing, for each individual case, cannot be changed. If the fee has not been predetermined but is variable because of incurred and proven costs and/or the amount of time actually required to perform the service, the amount paid must not exceed the total budget approved by the Buyer. Additional costs will be recognised by the Buyer only if substantiated in writing by the Supplier and approved in advance.

5.2 The right to compensation for the mature Supplier, unless otherwise agreed in writing, upon acceptance by the Buyer of the Goods and/or Services and the consideration will be paid in accordance with the terms and procedures indicated in the individual Order.

5.3 The Supplier assumes all risks of loss or damage related to the Goods until actual delivery of the same to the Buyer at the place of delivery specified in the Order. In the event that the Order also provides for mounting and/or installation, the ownership and risk for the Goods passes to the Buyer from the moment assembly and/or installation is executed.

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6. Law Certifications

6.1 It's the Supplier's responsibility to attach to invoices issued a copy of the following certifications from time to time applicable:

- type certificates for prototypes of each material type issued by the Ministry of Interior at the time of drafting and currently valid;
- certificates of conformity for each Goods delivery with reference to Transport document no., Order no., the amount of Goods and destination, of each type of material supplied, for its approved prototype, to be filled in on the forms prepared by the Ministry of Interior
- certificate of correct installation of the Goods in accordance to what is stated by the aforementioned type certificate and the product data sheets, to be provided on the forms prepared by the Ministry of Interior.

6.2 It's subject to the Buyer's right to suspend the payment of invoices in the event that these are received without the certification referred to in the preceding point.

7. Complaints - Guarantees by the Supplier

7.1 Acceptance of the Goods and/or Services is subject to and conditional upon the inspection, check and/or testing by the Buyer in order to verify the absence of defects and flaws, the completeness and regularity of the supplied. In case of supply and installation, testing will be performed within thirty (30) days from full completion of the work.

7.2 The Goods and Services provided by the Supplier are warranted against defects and malfunctions and are therefore backed by guarantees provided by Articles 1490, 1677, 1668 and 1669 of the Civil Code and any warranties implied by law in relation to the specific characteristics of the supply of the Goods and/or Service. The terms for the Buyer to report defects and/or flaws are those established by the Civil Code and/or by the different regulations applicable to the specific case.

7.3 If the Supplier, following the Buyer's request, does not proceed promptly to eliminate defects and flaws reported, the Buyer, except for any other remedy under the law, can undertake directly or through others any necessary action, debiting the related costs to the Supplier in chief.

7.4 The Supplier must indemnify and hold the Buyer harmless from any claim or claims from third parties concerning the supplied.

7.5 In the case of dispute over the supplied for any cause, the Buyer may suspend its payment until the dispute is settled.

7.6 Any payment of the consideration for supply does not prejudice in any way the Buyer's right to challenge it, to repeat the payment and obtain compensation for any resulting damage.

8. Prohibition of subcontracting

8.1 The Supplier is forbidden, on pain of revocation of the Order, the recasting of all expenses and compensation for any damage to the Buyer, to assign to third parties the total or partial execution of the Order without the express written consent of the Buyer.

8.2 In the event the Buyer authorises the subcontract of the performance of the Order or any part of it to third parties, the Supplier will in all circumstances still be liable, to the Buyer, for its proper execution.

9. Obligations, representations, warranties and liability of the Supplier

9.1 The Supplier agrees, giving up now the request for any compensation and/or additional compensation, to fully respect and follow in a proper and timely fashion all the instructions that the Buyer may provide the same Supplier from time to time, in order to avoid interference with the normal course of its business or other work/services in progress.

The extra costs that the Buyer should bear in dependence of the above will be charged to the Supplier, also deducing

from the total price indicated in the Order, and subject, in any case, to the request for any damages that the Buyer may suffer.

9.2 The Supplier declares and guarantees, including for the purposes of Article. 26, Legislative Decree no. 81/2008, to:

- (i) be registered at the C.C.I.A of the province to which it belongs and to possess the necessary technical and professional qualification requirements;
- (ii) to have within the organisation both the means and the staff suitable to fulfill punctually and exactly all the Order provisions; and to (iii) be the holder of all the certificates, clearances, licenses, concessions, permits, agreements, authorisations, as well as any other document named, necessary and/or appropriate for the execution of the Order provisions.

9.3 The Supplier, if necessary to fully implement the regulatory obligations and in particular those laid down by Legislative Decree no. 81/2008, agrees, before executing the Order, the (a) full and specific vision and knowledge of the documentation relating to the "Risk Assessment" deposited at the Facilities in which the service is to be made; (b) to request detailed information regarding the specific risks in the environment in which the Service is supplied; (c) to go to all the locations where the Service is performed and adjacent areas and thoroughly evaluate all the specific risks in these locations; (d) to be informed about prevention and emergency measures adopted in the facility and personal protective equipment (PPE) provided to professionals working in the Facilities Involved, (e) to collaborate with the Buyer for the preparation of the DUVRI (Documento unico di valutazione dei rischi da interferenze).

9.4 The Supplier must use in respect of its staff employed in fulfillment of the Service for the entire period and for which the same is charged with the same Service, a salary and social security, regulatory and in conformity with the relevant provisions of collective bargaining agreements and with annexes and supplementary local agreements of the same.

9.5 In addition to complying with all applicable safety provisions drawn up by all existing legislation, of any order and/or degree, the Supplier agrees to comply and ensure compliance by its employees and/or contractors of any type, all Buyer provisions and recommendations on safety, fire protection and anything generally related to access and behaviour in the Facilities Involved.

9.6 In respect of the Buyer, the Supplier is and will remain exclusively responsible of the exact, complete and timely fulfillment of all the Order provisions and, in this regard, will assume any liability of any kind and nature.

In particular, without prejudice to the foregoing, it is understood that the Supplier shall be fully liable to the Buyer for the quality of the Goods and/or Services provided and the exact and timely fulfillment of the execution of orders and shall also be liable with regard to the work of its staff and/or any person to which it avails, for any reason and in any form and manner, for and in the execution of the Order.

9.7 The Supplier will answer for all damages to persons and/or damage that may arise to the Buyer and/or third parties for inaccurate Order fulfillment and for the liabilities assumed and is committed to do so to keep the Buyer fully not responsible and unharmed.

9.8 If the Goods and/or Services are not regular and/or adapted to the requirements of the Buyer, the latter has the right to revoke and/or cancel the order and in any case terminate the relationship in accordance with art. 1456 of the Civil Code, subject to the right to recover damages.

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10. Confidentiality agreement

10.1 The Supplier agrees to keep secret and not communicate, transmit or distribute, by any means and in any form, personal data of a sensitive and non-sensitive nature, and any other information of which it becomes aware of in the performance of the Order or with regard to relations with the Buyer.

The Supplier agrees to keep confidential personal information and the above information even after the termination of the relationship. The Supplier also agrees to treat all personal data and the above information according to the principles of fairness, legality and transparency, in full compliance with all the minimum security measures provided by law and in observance of the measures taken in this regard, by the Buyer.

10.2 Save with the prior written consent of the Buyer, the Supplier is strictly forbidden to make public the relationship with the same Buyer and in particular the Supplier is expressly forbidden to indicate on its websites or other means of dissemination, the Buyer among its references and/or publish statements attributed to the Buyer.

11. Intellectual Property

11.1 Any and all data, information, design, logo (registered and unregistered), user names, domain names, design (general, executive, detailed etc.), scheme, layout, ideas, software, know-how, documentation, including photographic, regardless of the medium that contains them, as well as their reproductions and copies (or parts thereof) and the like and, in general, any intellectual work, in the broadest sense, of any kind and/or nature, including distinctive signs, regardless of whether the above fall into the express protection provided by regulations, of any kind, order or degree, for intellectual property rights (collectively, "Intellectual Works"), delivered to the Supplier by Starhotels - directly and/or indirectly through its agents - and, in any way, made available and entered into the possession of the Supplier on account, case and/or in relation to the relationship in question, is and remains subject to the most rigorous discipline concerning the protection of intellectual property and, in any case, is and remains the exclusive property of the same Starhotels and, in any way, in the exclusive ownership and availability of the latter.

Consequently, the Supplier acknowledges and agrees that none of the Order clause in question may be construed as conferring any right to the Supplier of Intellectual Works.

11.2 Any use of the Intellectual Works by the Supplier (directly and/or indirectly, including through those charged by the Supplier) which is not absolutely necessary for the perfect and timely execution of the Order is expressly prohibited, unless with express, specific and prior authorisation in writing by Starhotels.

11.3 The right of the Supplier to use Intellectual Works as provided for in the Order immediately ceases as soon as its use is no longer necessary for the execution of the same Order and, even so, with the expiration, termination and cessation for any cause of the latter.

11.4 In addition, the Supplier agrees to the obligation, for itself and for its employees, contractors, charged workers and, in general, third parties whose services it uses, in whatever capacity, to keep confidential at all times, all Intellectual Works, and agrees to hold Starhotels harmless and not responsible for any damage and prejudice of any kind and nature that it would suffer as a consequence of, or in connection to, the improper use and/or not expressly authorised use of Intellectual Works.

11.5 It is understood that the Supplier is expressly forbidden to exploit - directly or indirectly, on its behalf or on behalf of third parties - Intellectual Works.

11.6 Upon the acceptance and/or performance of the Order - for any cause and reason and in any other case in which it receives a simple request by Starhotels - the Supplier must promptly return to the same Starhotels all the documents and, in general, all Intellectual Works previously made available to the Supplier in the execution of the Order itself, as well as all copies and reproductions, total and partial, possibly made of these documents and the Intellectual Works, as well as any opinion, report, comment or analysis of the same.

11.7 The Supplier agrees, furthermore, to delete and/or destroy any information and Intellectual Work recorded and/or stored on computers or other instruments owned, controlled or held by it, except that which is not strictly necessary to fulfill legal obligations.

11.8 The validity of the obligations referred to in this article will continue even after the acceptance and/or performance of the Order, due to any reason, for a period of time no less than 5 (five) years.

12. Governing Law and Exclusive Court

12.1 These Terms of Sale are governed by Italian law and interpreted in accordance with the same law.

12.2 Any dispute regarding the performance of the Order and/or the relationship anyway derived from the Order itself will be under the exclusive jurisdiction of the Court of Florence.