

**GENERAL CONTRACTUAL CONDITIONS - MANALY SOC.COOP.**  
**FOR STAND DESIGN SERVICES – FITTING OUT AND ORGANISATION OF EVENTS –**  
**STORAGE OF MATERIALS**

**PREAMBLES**

These general contractual conditions (hereinafter referred to as “General Conditions”), together with the special conditions set out in the contractual offer, regulate every aspect of the contract between the company Manaly Soc.Coop. and the Customer and the methods and terms to be adopted and applied in the supply and use of the services provided by the company Manaly Soc.Coop.

These General Conditions supersede and replace any previous agreement or general condition relating to the stand design Services; fitting out and organisation of events; storage of materials and apply to all the Services and all the supplies described in further detail in the contractual offer and provided by Manaly Soc.Coop. for the benefit of the Customer.

By accepting these General Conditions, the Customer declares that it has read, understood and accepts all the contractual terms contained herein, with no exception whatsoever.

**DEFINITIONS**

The following terms, when used in these General Conditions and in the offer and special conditions, shall have the following meanings and words in the plural are taken to include the singular and vice-versa.

**Customer:** the enterprise described in further detail in the Offer.

**Manaly:** the company Manaly Soc.Coop., with registered office in SOVIZZO (VI), at VIA CORDELLINA no. 100, SOVIZZO (VI), ITALY, VAT registration number and tax code IT01322090240.

**Party/ies:** the Customer and Manaly individually or jointly.

**Offer:** the contractual offer submitted by Manaly, which describes the services or the service provided by Manaly to the Customer and contains the special service conditions (including, for example, but not limited to: delivery terms; duration of contract; financial terms and conditions; documents to be supplied by the Customer to Manaly; etc.).

The Offer constitutes an integral part of the General Conditions and, therefore of the contract concluded by the Parties. Once accepted by the Customer, the Offer will be regulated by these General Conditions.

**Service:** the service or services that Manaly undertakes to supply on behalf the Customer, as described in further detail in the Offer.

**Order Confirmation:** confirmation of the Offer by the Customer that takes place (i) when the Offer is signed by way of acceptance or (ii) when any documentation or communication is sent by the Customer to Manaly, in which the Customer accepts the Offer.

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#### **Article 1 – Preambles and definitions**

1.1. The foregoing preambles and definitions form an integral and substantial part of this contract.

#### **Article 2 - Aim**

2.1. By entering into this contract and on the basis of the foregoing preambles, the Customer instructs Manaly to provide the Services specified and described in further detail in the Offer.

2.2. The Customer acknowledges and accepts that part of the Services may be rendered, using the services and/or products supplied by third parties, subcontractors and/or external personnel.

2.3. In order to enable Manaly to provide the Service, the Customer shall, by the deadline indicated in the Offer:

- provide Manaly with all the material necessary to supply the Service;
- provide Manaly with any documentation or operating instructions necessary to supply the Service;
- ensure compliance with any legislative standards or regulations applying to the supply of the Service and, whenever necessary, notify Manaly promptly of any obligations on its part.

2.4. Any amendment and/or addition, or any condition applying to the supply of Service differing, either wholly or partially, from those indicated in this contract, shall only be valid and binding if approved in writing by Manaly.

2.5. The validity of verbal agreements reached after the contract is concluded, relating in particular to variations made in the terms and methods applied or adopted when providing the Services, or of additional agreements of any kind, is, at all times, subject to written approval from Manaly.

#### **Article 3 – Conclusion of the contract**

3.1. Acceptance of the Offer by the Customer, by transmitting the Order Confirmation, or the manifestation thereof in any other manner by any other means, concludes the contract and constitutes irrevocable acceptance on the part of the Customer.

#### **Article 4 – Performance of Service, modifications and place of performance**

4.1. As an exception to art. 1661 of the Italian Civil Code, any request by the Customer for an addition, modification to or variation in the Service must be transmitted to Manaly in writing. In this case, Manaly reserves the right to assess, at its absolute discretion, whether to accept the request for an addition, modification or variation, giving written notification, if the request for an addition, modification or variation is accepted, within 5 (five) working days from the date on which the request was received. The refusal on the part of Manaly to accept requests for an addition, modification or variation shall not in any way invalidate the contractual relationship and/or make it any way liable. If, on the other hand, Manaly accepts requests for an addition, modification or variation, the deadlines for the performance of the Service may be deferred, and the agreed prices and fees varied.

4.2. If, during the performance of the Service, it should prove necessary to make an addition and/or modification to and/or variation in the Service in order to deal with circumstances or events that may arise for reasons not connected with any action or omission on Manaly's part and that were not reasonably foreseeable at the time

the contract was signed, Manaly shall inform the Customer promptly and also notify it of any price variations or changes in the time schedule for the performance of the Service. The Customer will be entitled, within 48 (forty-eight) hours from receipt of this notification, to accept or refuse the modifications and/or additions to and/or variations in the Service. If the Customer refuses and, as a result Manaly is unable to perform the Service, the latter shall not be held in any way liable. Failure to reply on the part of the Customer within the aforementioned period, shall constitute an acceptance.

4.3. Manaly shall deal with the design and supply of the Service at its own offices, using its own staff and/or subcontractors. The Customer recognises that only the physical installation of the stand and/or the fitting-out of the area dedicated to the event shall take place in a location other than Manaly's offices, and that any other organisational activities shall be conducted in Italy, at Manaly's offices.

#### **Article 5 – Organising the Service**

5.1. On the basis of the indications received from the Customer and its own past experience, Manaly undertakes to supply Services through its own enterprise and to organise activities fully independently.

5.2. Manaly guarantees that it will perform the service covered by this contract punctually and with the professional diligence required for the type of operations being carried out, in accordance with current legislative regulations. It also warrants that the personnel used to perform the Services have the professional skills and characteristics necessary to carry out the tasks assigned, in keeping with the standard required for the Service supplied to the Customer.

5.3. Manaly also undertakes to inform the Customer promptly if the required service standards necessitate any modification to the Service; Manaly reserves the right to put forward operating proposals over the course of the working relationship, which must, in any event, be approved in writing by the Customer.

#### **Article 6 – Storage and safe custody**

6.1. If Manaly is responsible for storing the Customer's material or goods (including, for example, but not limited to: the storage of the stand or part thereof) in its own warehouses or on premises available to it, the Customer undertakes to:

- pay Manaly storage costs at the rate indicated in the Offer and by the deadlines stated in the Offer;
- collect the stored material or goods by the expiry of the term indicated in the Offer or, in any event, upon written request to Manaly to this effect.

6.2. In the event that the Customer fails to respect the payment terms or fails to collect the stored material or goods, Manaly will serve notice of default, giving the Customer a period of ten days to make settlement and, if the Customer fails to do so, Manaly will be entitled to dispose of the said goods or material. This is, in any event, without prejudice to the right on the part of Manaly to receive reimbursement for storage costs for the period over which the goods are held and compensation for any damage resulting from an extension of the storage period beyond that originally agreed.

#### **Article 7 – Responsibilities and obligations of the Customer**

7.1. The Customer is obliged to provide Manaly with all information and/or data necessary to supply the Service.

7.2. The Customer is responsible for all the documentation, information, indications and data supplied to Manaly and shall be held liable for their accurateness. The failure to transmit or the delayed transmission of documentation, information, indications and data or the transmission of documentation, information, indications and data that are not true and accurate, shall entitle Manaly to refuse to perform its obligations until such time that the Customer has remedied the breach and/or seen to it that the breach is remedied. In this case, Manaly will not be held in any way liable for non-performance or the delayed supply of the Services. This is, in any event, without prejudice to the right on the part of Manaly to receive payment of the amounts stated in the Offer.

#### **Article 8 – Responsibilities and obligations of the Manaly**

8.1. Save as expressly provided by current legislation, Manaly shall not be held liable for damage incurred by the Customer or by third parties resulting from the Services covered by the contract, beyond the following limits.

8.2. Manaly shall only be held liable for damage incurred by the Customer that significantly and decisively prejudices the Service provided, and shall therefore not be held responsible in the following circumstances, intended merely as examples and not an exhaustive list: any cracks in the plasterwork or paintwork caused by floor vibrations, changes in temperature or humidity inside the pavilions and/or guest areas. Liability is also expressly excluded in the case of indirect and consequential damage, damage caused by third parties (including the following, intended merely as examples and not as an exhaustive list and without any limitation to the foregoing: delays in the supply of services on the part of the organiser and/or host organisation and/or exhibition organisation), loss of profit, downtime, loss of business, orders or clientele, loss of goodwill, loss of data, non-financial damage, damage to image or commercial damage, damage resulting from legal actions or actions for compensation brought against the Customer by third parties.

8.3. In any event, with the exception of wilful misconduct or gross negligence, Manaly's total liability shall not exceed 100% (on hundred per cent) of the price indicated in the Offer.

8.4. Manaly does not assume any other obligation nor make any warranty or guarantee in addition to those expressly envisaged in this contract. The Customer expressly waives the right to make any claim in this regard.

#### **Article 9 – Fee, payments, variations and payment methods**

9.1. The Customer undertakes to pay, as a fee for the Services provided by Manaly, the price based on the amounts and terms indicated in the Offer.

9.2. Apart from the situations referred to in art. 9.4., any costs in addition to the costs indicated in the Offer must first be approved in writing by the Customer.

9.3. Any changes in the methods adopted to supply the Service, in response to further requests and/or variations made to the Services with respect to those envisaged in the Offer, shall be negotiated separately by the Parties.

9.4. As exception to art. 1664 of the Italian Civil Code, if the cost of raw materials, materials, labour, the electrical energy supply or gas supply, processing and/or other cost items should increase during the duration of the contract, at a rate exceeding 10% (ten per cent), Manaly shall be entitled to alter the fee for the supply of the Service indicated in the Offer to reflect these changes. The Customer shall be given prompt notification of any

such increases or variations. If the Customer does not accept the increase in the fee, Manaly shall be entitled to terminate the contract, without being liable in any way towards the Customer, who shall be nevertheless obliged to pay Manaly all the costs, including those of materials, and expenses incurred up to that time in the performance of the Service.

#### **Article 10 – Delayed payment and default**

10.1. The payment terms are binding and peremptory. Delayed payment shall entitle Manaly to demand default interest from the Customer at the rate indicated in art. 5 of Italian Legislative Decree no. 231/2002 from the due date of the individual invoice up to the date of settlement, together with any costs incurred in recovering the debt, including those incurred out-of-court.

10.2. A breach in payment obligations shall trigger the acceleration clause against the Customer and Manaly shall be entitled to demand the immediate settlement of all the invoices made out to the Customer and not yet due, even if they relate to Services other than that for which payment has been delayed.

10.3. Delayed payment for the Service shall entitle Manaly to suspend the performance of the Service, if it is still being supplied, upon prior notice to the Customer, until such time that settlement has been made in full and the Customer shall not be entitled to make any claim for compensation of damage or to release itself from its obligation to pay.

10.4. Failure to pay the amounts owed by the agreed dates shall, in any event, constitute a ground for termination of the contract on the part of Manaly pursuant to article 1456 of the Italian Civil Code.

10.5. Any complaint or objection made regarding the Service provided shall not entitle the Customer to suspend payment or refuse to pay the amount due under art. 9, or to assert any amount by way of set-off against the sum owed. The Customer expressly waives the right to make any claim in this regard.

#### **Article 11 – Safety obligations**

11.1. The Customer shall comply with all safety, accident prevention and welfare legislation, standards, regulations and provisions.

11.2. The Customer shall draw up and submit all safety at work documentation; DUVRI (single document on the assessment of risk from interference) and/or documentation relating to the type of activity, the duration of the works and the interferences present on the site.

11.3. Whenever the Services are performed, either in whole or in part, at the Customer's offices or, in any event, premises available to the Customer, it shall ensure that these areas conform to current legislative standards and regulations relating to health and safety at the workplace, assuming full responsibility resulting from and connected with such compliance

11.4. Manaly declares that it:

- has taken out an insurance policy to cover injury or damage in connection with the works carried out;
- works in accordance with the provisions contained in Italian Legislative Decree no. 81/2008 (Italian Safety at Work Consolidation Act) and, on the basis of the regular risk assessment activities conducted, applies all due preventive and protective measures;

- warrants and certifies that the structures and materials supplied by it are installed in accordance with current safety regulations and standards for the purpose stated and that it will provide adequate documentary evidence of this, on paper not subject to stamp duty, namely: certificates of conformity for the plants and materials;
- undertakes to provide the Customer, at its request, with the documentation normally required by the competent authorities, excluding: inspections, reports, authorisations/permits and anything else not expressly referred to herein, relating to the Services provided and the objects installed and/or hired.

#### **Article 12 – Use of materials and property of Manaly or of third parties**

12.1. If it should prove necessary, during the performance of the Services, to use materials and/or property of Manaly or of third parties, the Customer shall:

- keep the said materials and/or property in safe custody with all due diligence and in ideal environmental conditions at all times;
- whenever necessary, ensure that it is in possession of all the licences, authorisations/permits and certificates necessary to use the aforementioned materials and/or property on its own premises or, in any event premises available to it (e.g.: planning permissions, building code compliance certificates, fire safety certificates, etc.), in any event, bearing all charges, taxes, fines and expenses necessary to maintain the said licences, certificates and authorisations/permits or on any basis arising from dealings with authorities issuing such documents;
- be held responsible for any deterioration or loss (including fire and theft) of the materials and/or property, even if caused by third parties.

12.2. Failure on the part of the Customer to fulfil these obligations shall entitle Manaly to terminate the contract pursuant to article 1456 of the Italian Civil Code, without prejudice to the right to claim compensation for all damage incurred.

#### **Article 13 – Objections and complaints**

13.1. Any objections or complaints by the Customer must be made in writing, and shall otherwise be considered ineffective, within a maximum of 5 (five) calendar days from the date of each individual operation or activity forming part of the Service to which the objection or complaint relates.

13.2. Upon receipt of this notification, Manaly shall verify the nature and grounds for the objection or complaint and seek a solution; these actions on the part of Manaly shall not be considered an acknowledgement of any liability on its part. It is understood that Manaly can only seek a solution if the objection or complaint reaches it in time for a remedy to be found.

13.3. The provisions contained in articles 8 and 10.5 shall, in any event, remain valid and binding.

#### **Article 14 – Intellectual property**

14.1. All sketches, projects, drawings, technical drawings, renderings, graphic material and material of any kind or in any form created by Manaly in the performance of the contract and the supply of the Service and delivered

by it to the Customer shall remain the exclusive property of the said Manaly. The Customer is not therefore permitted to use the aforementioned materials in any way whatsoever, nor to obtain ideas from them unless otherwise agreed in writing by the Parties and in consideration for an agreed fee in favour of Manaly.

14.2. All rights of economic exploitation over sketches, projects, drawings, technical drawings, renderings, graphic material and material of any kind or in any form referred to in sub-article 14.1 are vested exclusively in Manaly. Such rights of exploitation apply to the Italian market, as well as any foreign market, without any territorial limitation whatsoever.

14.3. The Customer expressly undertakes not to use the materials indicated in sub-article 14.1. without Manaly's prior written consent.

14.4. In the event of a breach of the obligations set out in this article, the Customer shall pay Manaly a penalty of € 10,000.00 (ten thousand). The Customer expressly waives the right to make any claim in this regard.

#### **Article 15 – Subcontracting**

15.1. Manaly reserves the right to instruct third parties to supply the Service or parts thereof, continuing to guarantee to the Customer full performance of the obligations stemming from the said Service.

15.2. Subject to the provisions of the foregoing article 15.1, Manaly shall be held liable towards the Customer for the actions of its subcontractors up to a maximum amount representing the value of the subcontracted services.

#### **Article 16 – Force majeure and excessive burden**

16.1. Neither of the Parties shall be considered to be in breach of its obligations under the contract and Manaly shall not be held in any way responsible for the non-performance, suspension, interruption, delay or any other shortcoming in the supply of the Service, if performance is impeded or obstructed by force majeure events or causes, as defined in article 16.3.

16.2. The Party inhibited from fulfilling its obligations by a force majeure event or cause shall notify the other Party with all due haste of the nature, scope and possible effects of the event or cause. As soon as is reasonably possible, the Parties shall initiate discussions to agree on a procedure to minimise the effects and damage resulting from the episodes in question or to agree on alternative measures to overcome the event or – in so far as it is possible – to overcome the difficulties encountered.

16.3. For the purposes of this clause, the term "force majeure" means any unforeseeable event of circumstance which is beyond the reasonable control of the Party affected by force majeure, including, for example, but not limited to industrial strike, shortage of manpower or of raw materials or anomalous cost increase, delays by suppliers, war (whether or not formally declared), hostilities, invasion, acts by a foreign enemy, extended military mobilisation, civil war, uprising, rebellion, revolution, military force or ousting from power, revolt, acts of terrorism, sabotage or piracy, currency or trading restrictions, embargo, sanctions, measures taken by authorities, whether lawful or unlawful, compliance with state legislation or orders, regulations, expropriation, confiscation of goods, requisition, nationalisation, plague, epidemic, pandemic, natural disasters or severe natural events, explosion, fire, destruction of equipment, prolonged suspension of transportation,



telecommunications or energy, generalised social conflicts such as, in particular, boycotting, strike and lockout, work-to-rule, occupation of factories and buildings, flood, earthquake, volcanic activity and any other natural disaster.

16.4. In the event that it has become excessively burdensome for one of or both the Parties to fulfil their contractual obligations, as a result of an event beyond their reasonable control that was not foreseeable, with ordinary diligence, at the time the contract was concluded and the fact in question or the consequences thereof could not have been avoided or overcome, the Parties shall, within a reasonable period of time after this clause is invoked, negotiate alternative contractual terms that are reasonably believed to be capable of overcoming the consequences of the event.

16.5. If, when the terms contained in the foregoing sub-articles have been applied, the Parties are unable to reach an agreement regarding alternative terms to be included in the contract, either Party is entitled to terminate the contract, subject to the obligation on the part of the Customer to pay Manaly all the costs, including those of materials, and expenses, that Manaly has incurred up to that time.

#### **Article 17 – Alienation clause**

17.1. The contract and the rights and obligations stemming from it may not be assigned by the Customer to third parties, either wholly or partially, without Manaly's prior consent.

#### **Article 18 – Early termination and withdrawal**

18.1. Without prejudice to other grounds for the immediate termination as of right envisaged in specific clauses in the contract, the breach of or failure by one Party to perform its obligations under the contract shall entitle the other Party to give the party in breach written notification demanding that it remedy the situation within a peremptory period of 10 (ten) working days. If the Party notified fails to remedy the contested breach within this peremptory term, the injured Party may give written notice terminating the contract pursuant to art. 1456 of the Italian Civil Code

18.2. As an exception to art. 1671 of the Italian Civil Code, the Customer is not entitled to withdraw from the contract.

18.3. In the event that the contract is terminated, the Party invoking such termination retains the right to claim compensation for damage or to seek other remedies envisaged by the law.

18.4. If the contract has been terminated on the ground of default on payment, even partial, by the Customer, Manaly will be entitled to retain any sums paid up to the time of the termination of the contract, as an advance payment on the further compensation for damage it is entitled to claim.

#### **Article 19 – Non-disclosure**

19.1. Each Party undertakes to treat as confidential, and not to disclose or in any other way make available to third parties, and to use exclusively for the purpose of performing the obligations assumed under this contract, information regarding the other Party's organisation, activities or business know-how or, in any event, information disclosed by one party to the other and relevant to the supply of the Services covered by this contract.



The aforementioned information does not include information that:

- (i) was already in the public domain at the time it was supplied or enters the public domain after disclosure other than as a result of a breach of the obligations provided for in this contract;
- (ii) was in the lawful possession of Manaly and of the Customer prior to receipt and documentary evidence of such possession can be provided, or its acquisition was independently developed without reference to confidential information;
- (iii) was disclosed to third parties in compliance with mandatory legal provisions or regulations or with an order made by a judicial or administrative authority.

This non-disclosure covenant shall continue to be valid and binding on the Parties throughout the term of the contract and for a period of 5 (five) years after the termination thereof on any ground or for any reason.

19.2. In the event of a breach of the obligations envisaged in the foregoing sub-article, the Customer shall pay Manaly a penalty of € 10,000.00 (ten thousand).

**Article 20 – Protection of personal data // Privacy statement pursuant to the European Data Protection Regulation - Regulation 2016/679/ EU (GDPR)**

20.1. Manaly undertakes to process personal data received from the Customer in accordance with the provisions of Regulation (EU) 2016/679, General Data Protection Regulation (GDPR).

20.2. The full version of the privacy statement drawn up by Manaly pursuant to the European Data Protection Regulation can be consulted on the website page <https://manaly.com/privacy-policy/>

**Article 21 – Final provisions – miscellaneous provisions**

21.1. For the purposes of the contract, the Parties elect address for service (domicile) at their respective registered offices.

21.2. All notices and other communications relating to the contract, not of an operational nature, that must be submitted in writing, such as those envisaged in articles 13 and 18, shall be sent by registered letter with advice of receipt to the Parties' registered offices or transmitted to their certified email addresses recorded in public registers.

Subject to the above, technical and commercial communications between the Parties may be transmitted by email. The written communications envisaged in articles 2.4.; 4.1. and 5.3 may also be sent by email.

21.3. No amendment or addendum to the contract shall be binding on the Parties unless specifically approved by them in writing.

21.4. The invalidity and/or lack of binding effect and/or nullity of one or more of the clauses contained in the contract shall not affect the validity of the contract as a whole, nor of any other contractual clauses or conditions applying to it.

21.5. The forbearance by one Party in relation to a breach by the other shall not in any way operate as a waiver of the rights conferred under this contract.

21.6. The Customer expressly authorises Manaly to include general information regarding the Customer amongst its references on its website and in communications relating to its services and its activities, indicating the Service

or Services provided; also, to reinforce the marketing and development activities conducted by Manaly with its customers or potential customers. It also authorises Manaly – without any charge and without demanding any fee or indemnity – to take/make, reproduce and publish, through any media, photographs and/or films relating to the Services provided.

**Article 22. Applicable law and Jurisdiction - Arbitration**

22.1 If the Customer has its domicile in the European Union or in a state being a party to the Lugano Convention of 30 October 2007 on jurisdiction, the recognition and enforcement of judgments in civil and commercial matters, (hereinafter referred to as the 'Lugano Convention'), any dispute relating to the interpretation, execution, validity or termination of the Contract shall be referred to the exclusive jurisdiction of the Court of Vicenza (Italy). This is without prejudice to the right on the part of MANALY to bring an action, including precautionary proceedings, before the court having jurisdiction over the place in which the Customer has its domicile, in accordance with articles 62 and 63 of Regulation (EU) no. 1215/2012 of the European Parliament and the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, as amended or – when applicable – in accordance with articles 59 and 60 of the Lugano Convention.

22.2. If the Customer has its domicile in a nation other than an EU Member State or a state that was a party to the Lugano Convention, any dispute relating to the interpretation, execution, validity or termination of the Contract shall be referred to the exclusive jurisdiction of a single arbitrator, in accordance with the Rules of the Milan Chamber of Arbitration, appointed in accordance with those Rules. The arbitration shall take place in Milan (Italy). The official language for the procedure is English.

22.3. The contract is governed by Italian law, excluding the application of any international private legal regulations in force in Italy. The United Nations Convention on the International Sale of Goods (Vienna Convention dated 11 April 1980) shall not, in any event, apply to the Contract.

Place \_\_\_\_\_, Date \_\_\_\_\_

**Manaly Soc.Coop.**

**The Customer**  
**(Signed and sealed as acceptance)**

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**EXPRESS APPROVAL OF CLAUSES:**

Pursuant to articles 1341 and 1342 of the Italian Civil Code, having read the provisions contained in this contract, the Customer declares that it expressly approves, waiving any exception whatsoever, the following clauses:<sup>[1]</sup><sub>SEP</sub>

- 3.1. Irrevocable acceptance.
- 4.2. Term for acceptance or refusal. Exemption from liability. Implied consent.
- 6.2. Non-performance by Customer and Manaly's right to dispose of material.
- 7.2. Liability of Customer. Exemption from liability for Manaly.
- 8.2. Exclusions.
- 8.3. Exclusions and limitations to liability of Manaly.
- 8.4. Limited liability and warranties made by Manaly. Waiver by Customer of right to make any claim.
- 9.4. Cost increase and right to adjust prices.
- 10.1. Peremptory nature of payment terms – cost of recovering debt.
- 10.2. Acceleration clause.
- 10.3. Delayed payment – suspension of Service.
- 10.4. Default and termination of contract.
- 10.5. *Solve et repete*. Waiver by Customer of right to make any claim.
- 13.1. Invalidity of objections or complaints.
- 13.2. Exclusion of implied acknowledgement of liability by Manaly.
- 14.4. Penalty. Waiver by Customer of right to make any claim.
- 15.2. Limited liability of Manaly in event of subcontracting.
- 16.5. Obligation of Customer to pay Manaly costs and expenses incurred up to termination of contract.
- 18.1. Peremptory term for breach to be remedied and termination of contract.
- 18.2. Exclusion of right of withdrawal.
- 18.4. Manaly's right to retain amounts received and claim for further compensation of damage.
- 19.2. Penalty.
- 22. Applicable law and Jurisdiction - Arbitration.

Place \_\_\_\_\_, Date \_\_\_\_\_

**The Customer**

**(Signed and sealed as acceptance)**

Sovizzo (VI), 21/02/2022