

1. PREMISES AND SUBJECT OF THE AGREEMENT

1.1) These general terms and conditions ("General Conditions") for "Engineering & Consulting" form an integral part of the contract entered into between "Toyota Material Handling Italia S.r.l." ("Toyota" or any other controlled, affiliated, associated, or otherwise related company forming part of the Toyota Material Handling industrial group in Italy) and the entity ("Client") specified in the document, as applicable, denominated "Offer" / "Proposal" / "Collaboration Proposal" ("Special Conditions"); jointly referred to as the "Parties."

1.2) Toyota undertakes to perform for the Client all activities ("Activities") specified in the Special Conditions necessary for the realization of a project and/or the drafting of a report and/or other document, however named and equivalent thereto.

1.3) The "Contract," in detail, consists of these General Conditions and their annexes, together with the Special Conditions.

1.4) The Contract, duly signed by the Client, shall become effective upon its receipt by Toyota.

1.5) The applicability of any general terms and conditions of the Client is excluded. These Engineering & Consulting Contract Conditions shall prevail over any provision inserted by the Client in its order or correspondence, which shall be deemed as not included and/or otherwise invalid, ineffective, and non-binding on Toyota, unless accepted by Toyota in writing.

1.6) The Client warrants and guarantees that the acceptance of the Contract will be effected only by a specifically authorized legal representative with the necessary powers.

2. DURATION AND WITHDRAWAL

2.1) The duration of the Contract shall be as indicated in the Special Conditions. Both Parties shall have the right to withdraw from this Contract at any time with at least 20 (twenty) working days' written notice to be sent to the other Party via Certified Email (PEC). The notice period shall commence from the date of receipt of the withdrawal communication.

2.2) It is expressly understood that, in case of early withdrawal, the Client shall nevertheless be obligated to pay Toyota all Contract Prices accrued for the Activity performed and all expenses actually incurred by Toyota up to the effective date of withdrawal.

3. CONTRACT PRICE

3.1) The agreed Contract Price is that indicated in the Special Conditions and/or their annexes ("Contract Price") and, unless otherwise provided in the Special Conditions, shall be paid by the Client in the manner and within the terms specified therein.

3.2) The payment of the Contract Price, as well as any other sum due to Toyota, may not be suspended or delayed - even for a single installment, if provided for - for any reason whatsoever, even in derogation of Article 1460 of the Italian Civil Code. In case of delayed payment compared to the conditions agreed in the Special Conditions or, if not provided, in any case after 30 days from the receipt of the invoice, late payment interest shall be applied in favor of Toyota pursuant to Legislative Decree 231/2002.

4. COMPLIANCE WITH ACCIDENT PREVENTION REGULATIONS AND LEGISLATIVE DECREE NO. 81 OF APRIL 9, 2008

4.1) Toyota undertakes to comply with current and future legal requirements and provisions regarding occupational health and safety and accident prevention regulations. Notwithstanding the foregoing, the Client acknowledges that Toyota's employees and/or collaborators will primarily perform activities of an intellectual nature.

4.2) In the execution of the Contract, Toyota must scrupulously observe all legal provisions, as well as rules of common prudence, to guarantee the safety of its employees/members and collaborators and third parties, and will carry out regular training and information activities for the safety of its employees/members and collaborators.

4.3) Toyota, duly informed about the prevention and emergency measures adopted by the Client in relation to its activities, as well as the specific risks existing in the environment where its employees/members and/or collaborators will have to operate, undertakes to disseminate such information completely and appropriately to them.

4.4) Toyota's employees/members and collaborators must also be suitably instructed, trained, and informed by Toyota itself regarding the work to be performed, the methods of use of machinery, systems, equipment, and required protective gear.

4.5) Toyota's employees/members and collaborators employed in the performance of the Activities must be equipped with all suitable protective devices required by current laws on the matter. The necessary accident prevention equipment required by current regulations is at Toyota's expense.

4.6) Toyota undertakes to provide immediate written communication to the Client of any accident incurred by its employees/members and/or collaborators, specifying the circumstances and causes thereof, and undertakes to constantly inform the Client of developments regarding the condition of the injured party, and the investigations and inquiries carried out by the competent authorities.

4.7) The Client, before the execution of the services, undertakes to inform Toyota of the specific risks existing in the workplaces and of the prevention and emergency measures adopted in relation to its activity. The Parties therefore undertake to cooperate for the implementation of risk prevention and protection measures deriving from interferences between the activities carried out by the personnel engaged by them in the execution of the Activities and coordinate the protection and prevention interventions from the risks to which the workers are exposed, mutually informing each other also in order to eliminate risks due to interferences between the works of the different companies involved in the execution of the overall work. Pursuant to and for the purposes of Article 26, paragraph 3 of Legislative Decree 81/2008, if the Client does not draw up the interference risk assessment document, by signing this Contract, the Client confirms the non-applicability of the same to the same workplaces and/or the absence of interference risks during the maintenance activities inherent to the Contract. Furthermore, activity on site may be interrupted if interference risk conditions not previously communicated to Toyota by the Client are found; in this sense, the Client undertakes to intervene promptly to eliminate the risk conditions now referred to, while simultaneously integrating/modifying/drafting a new Single Document for the Assessment of Interfering Risks (DUVRI), which constitutes an integral part of this Contract.

4.8) The Parties declare that the safety costs arising from interferences originating from the Contract are explicitly quantified in the Special Conditions, to which the Parties expressly refer.

4.9) Toyota, if applicable, undertakes to provide its employees/members and collaborators with an identification card bearing a photograph, the worker's personal details, and the employer's indication. With reference to the employees/members and/or collaborators employed in the performance of the Activities, Toyota undertakes to scrupulously observe all laws in force and in particular those concerning placement, social security insurance, and occupational accidents. All employees/members and/or collaborators who will be employed by Toyota in the execution of the Contract are classified according to the salary and regulatory treatments provided by law and the applicable collective agreements.

4.10) Toyota guarantees and indemnifies the Client from any liability pertaining to the payment, to the extent provided by law and applicable collective bargaining, of wages and social security and insurance contributions for the employees/members and/or collaborators employed in the execution of the Contract.

5. CANCELLATION AND/OR POSTPONEMENT OF SCHEDULED DAYS

5.1) The Parties agree that, notwithstanding the calendar of meeting days to be held at the Client's premises as specified in the Special Conditions and relevant annexes, the Client has the right to cancel and/or postpone already scheduled days with written communication to be sent via email to Toyota with at least 4 (four) working days' notice, with the possibility of rescheduling such a day at another date upon express agreement between the Parties. In the event of the Client's failure to comply with the notice period referred to in the preceding sentence, Toyota shall have the right to charge the Client the Contract Price provided for that day.

6. SUBCONTRACTING REGULATIONS

6.1) The Client hereby expressly authorizes Toyota to subcontract, in whole or in part, the execution of the Activities subject to the Contract. The entities operating under subcontract will be previously selected for their professionalism and specific capabilities in relation to the Activities to be assigned and qualified by Toyota based on their possession of all legal requirements. Toyota will be responsible for verifying the technical-professional suitability of all identified entities.

7. INSURANCE

7.1) The Parties undertake to enter into and maintain in force for the entire duration of this Contract the mandatory insurances required by law and accident insurance for their employees and any non-employee collaborators.

8. LIABILITY, EXEMPTION, AND WAIVERS

8.1) Without prejudice to the limits and prohibitions imposed by mandatory legal provisions, the Client shall hold Toyota harmless and indemnified from any cost, expense, charge, loss, damage, liability, negative consequence, or other liability, of any type or nature, direct and/or indirect or mediated and/or consequential, tangible and/or intangible, potential and/or actual, including without limitation reasonable professional Contract Prices, that may arise to Toyota as a consequence of damages caused to things or persons, in violation of the provisions of the Contract, the Law, the DUVRI, the relevant technical standards, and good practices.

8.2) Without prejudice to the limits and prohibitions imposed by mandatory legal provisions, in no event shall Toyota be liable for so-called indirect and/or mediated and/or consequential and/or direct intangible damages, and in particular:

- "Indirect or mediated damages" are those damages resulting from the suspension or interruption of the Client's production or work activities caused by malfunctions, defects (of any kind), flaws, lack of quality, or failures of products, including, by way of example, reduction of revenues or earnings, loss of market, fixed costs incurred in case of activity stoppage, increase in processing costs of manufactured goods or acquisition costs of goods to be processed or marketed, inability to meet delivery times and deadlines;

- "Consequential damages" are tangible damages suffered by goods that were not directly affected by the harmful event: for example, damage from loss of material in processing;

- "Direct intangible damages" are damages directly connected to the event, suffered by goods whose value differs from their purely material cost.

8.3) The Client waives the right to initiate or assert any action, claim, request, or appeal concerning the damages described above, as well as any damages arising from delays and impossibilities attributable to Toyota's suppliers.

8.4) The Client shall hold Toyota harmless and indemnify it against all damages, costs, expenses and charges that Toyota may incur as a result of the untruthfulness and/or inaccuracy and/or incompleteness of the data provided by the Client for the purposes of the execution of this Contract - where applicable - including for the purposes of drafting and validating the specifications to be drawn up and validated by the Client.

9. FORCE MAJEURE

9.1) The Parties shall not be held liable for any delays and/or non-performances, if such delay and/or non-performance is caused by an event beyond their control that renders (temporarily or permanently) impossible, or in any case excessively burdensome, their performance ("Force Majeure Event").

9.2) For the purposes of this article, by way of example and not exhaustive, the Parties define as Force Majeure Events: natural disasters, fires, floods, wars (declared or undeclared), civil insurrections, riots, embargos, sabotages, IT incidents (i.e., any accidental or incidental event causing malfunction, even partial interruption, or improper use of networks, information systems or IT services) occurring due to causes not attributable to Toyota, labor disputes, strikes, widespread diseases and/or epidemics and/or pandemics, factum principis, interruptions of energy supplies, delays and impossibilities attributable to Toyota's suppliers. For the entire period during which the Force Majeure Event or its effects persist, the Parties shall not be considered liable, and therefore the other party's possibility of claiming damages and/or termination of the Contract is excluded, it being understood that said obligations will be fulfilled upon cessation of the Force Majeure Event.

9.3) If a Party is affected by a Force Majeure Event, that Party shall inform the other Party of the occurrence of such event, its effects, and its ability to fulfill its obligations arising from the Contract. In such a case, the Parties shall meet to adopt in good faith the necessary actions to cancel or reduce the effects of such Force Majeure Event.

9.4) The Parties expressly agree that if the Force Majeure Event continuously occurs for a period exceeding 6 months, each of the Parties shall have the right, at its discretion, to terminate the Contract by giving conforming notice to the other Party without any right to compensation and/or reimbursement of costs in favor of either Party and without any liability attributable to them.

10. EXPRESS TERMINATION CLAUSE

10.1) The Client expressly acknowledges Toyota's right to terminate the Contract by right, pursuant to and for the purposes of Article 1456 of the Italian Civil Code, (i) in the event that the Client fails or delays payment of the Contract Price - or even just an installment thereof, in the case of installment payment - compared to what is provided in Article 3 (Contract Prices) above; (ii) infringement of intellectual property rights as per art. 16 below; (iii) infringement of the Trade Compliance Law as per art. 15.8 below.

10.2) In the event that Toyota avails itself of the right referred to in the preceding paragraph, it shall have the right to retain the installments or the portion of the Contract Price paid up to that moment, without prejudice to and subject to greater damages, in addition to any other right or penalty recognized by Law or by the Contract.

11. ASSIGNMENT OF THE CONTRACT

11.1) The Contract and the individual obligations provided therein may not be assigned to third parties by the Client, without the prior written consent of Toyota, not even in the case of assignment of a business or business unit, merger, demerger, transformations, or any other extraordinary operation involving the Client. Toyota, in fact, declares that the stipulation of this Contract was made in consideration of the qualities and characteristics of the Client, its shareholders, and its directors. The Client gives its prior consent and

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accepts, now for then, that Toyota may assign the Contract to a third party, provided that the same is part of the Toyota group.

12. MISCELLANEOUS

12.1) The failure by either Party to exercise any stipulations, rights, or faculties provided for in this Contract shall not constitute acquiescence and shall in no way prejudice the execution of the Contract or be considered a waiver.

12.2) In case of disagreement between these General Conditions and the Special Conditions, the provisions of the Special Conditions shall prevail. The Parties mutually acknowledge and accept that in case of conflict between the provisions contained in any document prepared or to be prepared subsequently by the Client, in execution - and, more generally, within the scope - of this Contract and these General Conditions "Engineering & Consulting," the latter shall unconditionally prevail. The Parties also agree that these General Contract Conditions shall be valid and, therefore, effective for all future subsequent supplies having the same contractual subject matter. This provision is naturally extended to all companies belonging to the Toyota Material Handling industrial group in Italy as a contractual party as defined in this Contract.

12.3) The Contract supersedes, cancels, and replaces any previous understanding between the Parties concerning its content. The Client shall check for any updates to these General Conditions - resulting, by way of example, from regulatory and/or administrative interventions and/or provisions of the Public Administration regarding what is currently provided by these General Conditions in relation to the Client's obligations, including those deriving from the organization of the Toyota Material Handling Industrial Group in Italy - available online at <https://toyota-forklifts.it/chi-siamo/documenti/>, which the Client undertakes to accept. Except as provided in the preceding sentence, no modification or amendment to the Contract shall be effective unless previously approved in writing by the Parties. If for any reason, one or more articles of the Contract should be considered null or otherwise invalid or ineffective, it is established that they shall be interpreted respecting the original intentions of the Parties and in the sense in which they can maintain some validity, even if reduced compared to the initial object, and in any case in the sense in which they can have some effect. The nullity, invalidity, or ineffectiveness of one or more articles shall in no case invalidate the Contract. The applicability of any terms and conditions of service of the Client is excluded. These General Service Conditions shall prevail over any provision inserted by the Client in its order or correspondence, which shall be deemed as not included and/or otherwise invalid, ineffective, and non-binding on Toyota, unless accepted by the latter in writing.

12.4) The Client may not use the name of Toyota or the name of one of its organizations in any promotional material, advertising communication, public announcement, spot, or other form of advertising concerning this Contract without the prior written consent of Toyota.

13. PROCESSING OF PERSONAL DATA

13.1) Each of the Parties acknowledges that, by virtue of the relationship arising from the Contract, it may have access, as an independent data controller, to personal data owned by the other Party (e.g., identification and contact data of company contacts) where necessary for the execution and management of this Contract. Pursuant to the provisions of EU Regulation 679/2016 ("GDPR") and Legislative Decree 196/2003 ("Privacy Code"), the Client also declares to have fully reviewed the content of the privacy policy available at <https://toyota-forklifts.it/legale/informativa-sulla-privacy/> regarding the processing of personal data that may be processed during the services. This processing must be based on the principles of fairness, lawfulness, and transparency in the processing of personal data and in compliance with security standards, as well as in compliance with the obligations provided by applicable legislation on personal data protection, including those provided by the GDPR and the Privacy Code (such as, by way of example, the fulfillment of the information obligations referred to in Articles 13 and 14 of the GDPR), and the provisions of the Garante per la Protezione dei Dati Personali ("Garante").

13.2) The Client guarantees, for itself and for its employees, collaborators, and/or anyone else authorized to process personal data on behalf of the Client, that the personal data collected and transmitted to Toyota within the scope of the execution of the Contract will be processed in full compliance with the applicable regulatory provisions identified above regarding personal data protection, as well as in compliance with the principles of transparency, legality, proportionality, and necessity provided by the GDPR and the Privacy Code and through the adoption of adequate security measures provided by the GDPR and any other applicable law. The Client guarantees the legitimacy of the methods of use of any personal data transmitted to Toyota, undertaking from now on to indemnify and hold the latter harmless from any liability and/or damage, including legal Contract Prices, that may be recognized against Toyota as a result of the unlawfulness or incorrectness of the processing of personal data attributable to the Client's organizational structure.

13.3) The Client declares to execute this Contract and to adopt the solutions provided by Toyota in full compliance with current legislation - both towards its own personnel and towards third parties variously involved by the Client in activities falling within the contractual perimeter defined therein - having in this sense fulfilled all information and authorization obligations provided by the GDPR, by Article 4 of Law 300/1970 as amended, and by any other applicable legislation. The Client acknowledges that the non-fulfillment of the obligations provided herein may cause significant damage also to Toyota and, therefore, undertakes to indemnify and hold it harmless from any damage, cost, expense, or charge deriving from such non-fulfillment or violation.

14. CONFIDENTIALITY

14.1) For the purposes of the Contract, Confidential Information means any information or document relating to Toyota's business that has not already been made public by Toyota or with its consent and includes (by way of example) any trade secret, technical drawings and designs, proposals, sales plans and production and marketing strategies, financial, technical information, pricing and operating cost information, information on corporate IT systems, customer information, methodologies, ideas, and projects relating to Toyota's business and/or products. The Client acknowledges that the Confidential Information is the exclusive property of Toyota and hereby recognizes that Toyota has adopted all suitable measures to keep this Confidential Information secret pursuant to Articles 98 and 99 of the Intellectual Property Code.

14.2) The Client undertakes to treat the Confidential Information in its possession (as well as any information it may come into possession of during the execution of the Contract) with extreme discretion and confidentiality, and to use such Confidential Information solely within the limits established by the Contract, obliging itself not to disseminate all or part of such Confidential Information without the prior written consent of Toyota.

14.3) The content of the Contract, as well as all Confidential Information that the Client becomes aware of during the execution of the Contract, shall be considered strictly confidential information. It is also understood that the Client undertakes not to retain, at the end of this Contract for any reason, any document or material containing and/or otherwise relating to the Confidential Information and not to make copies thereof, but undertakes, within 20 (twenty) days of a request by Toyota, to destroy or return to Toyota the Confidential Information in its possession (as well as any copy, trace, or reproduction thereof).

14.4) The provisions of the two preceding paragraphs shall not apply if the disclosure of such Confidential Information is necessary by law or by order of the judicial authority, circumstances which, if occurring, the Client undertakes to promptly notify Toyota.

14.5) The Client acknowledges that the breach of the obligations provided herein may cause significant damage to Toyota and, therefore, undertakes to indemnify and hold it harmless from any damage, cost, expense, or charge deriving from such breach or violation. Without prejudice to any other remedy or right

recognized to Toyota by law, the Client acknowledges that mere compensation for damages may not represent, in itself, an adequate remedy; therefore, the Client acknowledges that, even in the absence of

proof of actual damages, any restrictive orders or other precautionary or enforcement measures represent an adequate and necessary remedy in case of non-fulfillment or violation of this article.

14.6) The obligations assumed by the Client pursuant to this article shall be valid and effective for the entire duration of the Contract and for 5 (five) years following its termination, or for any longer period for which the applicable law grants protection to the Confidential Information in question.

15. COMPLIANCE WITH LEGISLATIVE DECREE 231/2001 AND WHISTLEBLOWING REPORTS

15.1) The Client declares to be aware of the contents of Legislative Decree no. 231/2001 and subsequent amendments and additions (the "Decree 231") on the administrative liability of entities deriving from crime, to be aware of the fact that Toyota has adopted an organization, management, and control model in accordance with Decree 231 (the "Model") and, within the scope of such Model, an ethical code ("TMH Code of Conduct") and a TMH Supplier Code of Conduct, all available on the website <https://toyota-forklifts.it/documents/> and declares to accept the content of the Model, the TMH Code of Conduct, and the TMH Supplier Code of Conduct, as an integral and substantial part of the Contract.

15.2) The Client undertakes to maintain, in Italy, in the performance of the activities subject to the Contract, conduct compliant with the provisions of Decree 231, the Model, the TMH Code of Conduct, and the TMH Supplier Code of Conduct, refraining from committing illicit conduct or otherwise incompatible for the purposes of Decree 231, the Model, the TMH Code of Conduct, and the TMH Supplier Code of Conduct, and to be available to collaborate with Toyota's Supervisory Body, if requested.

15.3) The Client declares that no criminal conviction decree that has become irrevocable or final judgment of conviction, or judgment of application of the penalty upon request pursuant to Article 444 of the Italian Code of Criminal Procedure, has been pronounced against its legal representatives and/or its senior management pursuant to Decree 231, for any violation relevant pursuant to and for the purposes of Decree 231.

15.4) The Client undertakes, pursuant to and for the purposes of Article 1381 of the Italian Civil Code, to ensure that the provisions of this article are observed by its personnel (by way of mere example: administrators, employees, and collaborators).

15.5) The non-observance, even partial, by the Client and anyone performing work on its behalf and/or account (i.e.: suppliers, subcontractors, and the like), of the provisions of the Decree, the Model, the TMH Code of Conduct, and the TMH Supplier Code of Conduct, as well as the case in which the declarations made by the Client pursuant to this article prove to be incorrect, untrue, or inaccurate, constitutes a serious breach of the obligations under the Contract and may entitle Toyota to terminate the Contract by right and with immediate effect pursuant to Article 1456 of the Italian Civil Code, by simple written communication to be sent via PEC, without prejudice to any other legal remedy, including compensation for damages suffered and to be suffered.

15.6) The Client declares to be aware that Toyota has adopted a regulation for the management of whistleblowing reports in accordance with the provisions of Legislative Decree no. 24/2023 the "Whistleblowing Regulation"), available on the website <https://toyota-forklifts.it/documents/>, and has implemented specific internal reporting channels, as described therein. The Client is invited to report any violations or alleged violations relevant for the purposes of the Whistleblowing Regulation through the appropriate channels made available by Toyota.

15.7) The Client declares to be aware that Toyota Material Handling Italia S.r.l. has adopted a "Diversity and Inclusion Policy" aimed at eliminating all forms of discrimination, available on the website <https://toyota-forklifts.it/>, and declares to accept the content of the document named "Integrated Quality, Health, and Safety at Work Policy," which constitutes an integral and substantial part of the Contract. The Client also acknowledges and accepts that this Diversity and Inclusion Policy is based on the Ethical Code adopted by TMH and its corporate values.

15.8) Trade Compliance Law.

15.8.1) Responsible Business Conduct. The Client shall operate in a socially and environmentally responsible manner and use reasonable efforts to ensure its operations and supply chain respect internationally recognized principles on human rights, labor standards, environmental protection, and anti-corruption, including the UN Global Compact principles and other relevant international frameworks applicable to the Client's operations. Upon request, the Client shall provide information reasonably required by Toyota to verify compliance.

15.8.2) General Compliance. The Client warrants that it and any party acting on its behalf shall comply with all applicable laws and regulations, including those relating to taxation, anti-corruption, antitrust, anti-money laundering, and criminal law.

15.8.3) Export Control and Sanctions. (a) Export Laws means all applicable trade and economic sanctions and export control laws, regulations, rules, and licenses, including those of the EU, U.S., UK, and UN, as amended from time to time. (b) For the duration of this Agreement, the Client warrants that: (i) It shall comply with all Export Laws and ensure its affiliates, dealers, and customers do the same; (ii) Neither the Client nor its directors or management are sanctioned or listed on any Prohibited Party List, meaning any list of sanctioned or restricted parties issued by the EU, U.S., UK, UN, or other relevant authorities; (iii) The Products shall not be re-transferred or otherwise made available to any party on such lists; (iv) It shall not sell, transfer, export, re-export, or otherwise dispose of Products or to any sanctioned country, person, or prohibited end-use in violation of Export Laws (including without limitation in an attempt to circumvent such Export Laws); (v) The Client is not directly or indirectly owned (whether by majority or minority shareholding) or controlled by, or acting on behalf of or for the benefit of, directly or indirectly, any party listed on a Prohibited Party List; (vi) Any information provided in any KYC process initiated by Toyota is true, complete, and not misleading.

15.8.4) Russia/Belarus Prohibition. The Client shall not sell, license, transfer, export, or re-export, directly or indirectly, Products for use in Russia or Belarus and shall take necessary measures to prevent its partners or customers from doing so.

15.8.5) Material Breach. Any breach of Articles 15.8.1, 15.8.2, 15.8.3 and 15.8.4 shall be deemed a material and non-curable breach of this Agreement, entitling Toyota to terminate the contract by operation of law pursuant to and for the purposes of Article 1456 of the Civil Code, without prejudice to the right to compensation for any further damages.

15.8.6) Cooperation. The Client shall promptly provide all information reasonably requested by the Toyota to verify compliance with this Clause and shall immediately notify Toyota of any actual or suspected breach. In such cases, the Client shall fully cooperate with the Toyota's investigation, including granting reasonable access to relevant records.

15.8.7) In the event of a conflict, this Article 15.8 shall prevail over any other provision contained in the Agreement. Any liability arising from a breach of this Article 15.8 shall not be subject to any limitation of liability or exclusion of indirect damages provided for in this Agreement. The Client undertakes to indemnify and hold Toyota harmless from any loss, damage or cost arising from the Client's breach of its commercial compliance obligations. This indemnity obligation shall apply without limitation and shall not be subject to any limitation of liability or exclusion provided elsewhere in this Agreement. Toyota shall have the right to terminate this Agreement with immediate effect if the Client breaches any of its commercial compliance obligations. Events of force majeure (Art. 9) shall in no case constitute grounds for exemption from the obligations set forth in this Article 15.8.

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16. INDUSTRIAL AND INTELLECTUAL PROPERTY

16.1) Toyota declares and guarantees to be the owner and/or legitimate licensee and/or concessionaire and/or legitimate user of any patent, license, design, model, or trademark used for the performance of the contractual activities, as well as for the related use of materials, procedures, and means used for the execution of the Contract ("Intellectual Property Rights"), and that such use does not constitute an infringement of the exclusive rights of third parties.

16.2) Toyota reserves all industrial and intellectual property rights arising from its contractual activities.

16.3) The Client, for itself, and for Companies/Professionals/Consultants/Collaborators engaged by it, declares to use the means, equipment, and any IT support provided solely for the purposes for which they were provided and in any case in relation to the subject matter of the Contract itself; it is therefore expressly forbidden to use what is now listed in its entirety or in part in order to derive economic or other benefits that are not already contractually provided for.

17. APPLICABLE LAW AND COMPETENT JURISDICTION

17.1) This Contract is governed by Italian Law.

17.2) The Parties expressly agree that any judicial proceeding, relating to the interpretation and/or execution of this Contract, shall be subject to the exclusive and mandatory jurisdiction of the Court of Bologna.

* * *

Attachments:

- 1) Valid identification document of the current Legal Representative (Attorney) of the Client.
- 2) DUVRI (if applicable).

Casalecchio di Reno (BO), on _____
[day] [month] [year]

CLIENT'S STAMP AND SIGNATURE

Pursuant to and for the effects of Articles 1341 and 1342 of the Italian Civil Code, the Client declares to have read, examined, and expressly and specifically approved the following clauses: Art. 1 [PREMISES AND SUBJECT OF THE AGREEMENT] - Art. 2.2 [DURATION AND WITHDRAWAL] - Art. 3.2 [CONTRACT PRICE] - Art. 6.1 [SUBCONTRACTING REGULATION] - art. 8 [LIABILITY, EXEMPTION, AND WAIVERS] - art. 9 [FORCE MAJEURE] - art. 10 [EXPRESS TERMINATION CLAUSE] - art. 11 [ASSIGNMENT OF THE CONTRACT] - art. 12 [MISCELLANEOUS] - art. 13.2, 13.3 [PROCESSING OF PERSONAL DATA] - art. 14.5 [CONFIDENTIALITY] - art. 15.5 - 15.8 [COMPLIANCE] - art. 16 [INDUSTRIAL AND INTELLECTUAL PROPERTY] - ART. 17.2 [APPLICABLE LAW AND COMPETENT JURISDICTION].

CLIENT'S STAMP AND SIGNATURE
