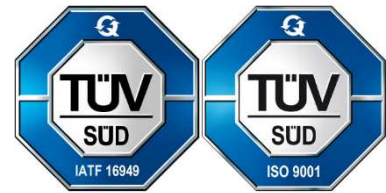


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Certified Quality Management System

## PURCHASING GENERAL CONDITIONS

### 1. GENERAL INFORMATION

#### 1.1 Scope of application

These General Conditions of Purchase (hereinafter the General Conditions) govern the purchase of Goods or the provision of works and/or services by A.T.I. Applicazioni Tecnologie ad Iniezione S.p.A. and its Suppliers.

#### 1.2 Definitions

In the context of these General Conditions, the following terms shall have the meaning attributed below to each of them:

- 1) **Purchaser:** means the company A.T.I. Applicazioni Tecnologie ad Iniezione S.p.A. that places a purchase order or intends to purchase goods or obtain services from the Supplier.
- 2) **Goods:** means the products or goods indicated in the Purchase Order and in the Technical Documentation, where available, the subject of these General Conditions.
- 3) **General conditions:** means the following General Conditions of Purchase
- 4) **Order confirmation:** means the express written acceptance, by the Supplier, of the relevant Purchase Order issued by the Purchaser which must be sent, by the Supplier, in accordance with the Purchase Procedure.
- 5) **Contract:** means each individual Contract concerning the supply of Products, by the Supplier in favour of A.T.I. Applicazioni Tecnologie ad Iniezione S.p.A., which will be concluded from time to time, between A.T.I. Applicazioni Tecnologie ad Iniezione S.p.A. on the one hand, and the Supplier on the other, in accordance with the purchase procedure and which will be governed by (a) the terms and conditions referred to in these General Conditions, as well as (b) the relevant Purchase Order.
- 6) **Consideration:** means the amount due by the Purchaser to the Supplier as consideration for the purchase of the Products, as from time to time indicated in each Purchase Order, and which the Purchaser shall be required to pay to the Supplier.
- 7) **Intellectual property rights:** means any trademark, patent, copyright, know-how, distinctive sign, industrial design, trade name as well as any other intellectual or industrial property rights, including the related rights deriving from the applications for registration of the same with the competent authorities and the economic and commercial exploitation rights related to them, recognised under any Applicable Law.
- 8) **Documentation:** means the technical documentation, the instruction and technical assistance manuals, the operating manuals, the quality certificates, the drawings, the guarantee and control certificates, the certificates of origin as well as any other documents relating to the products and possibly marketed together with them, as better indicated in the Purchase Order.
- 9) **Supplier:** means the company that provides goods and/or services also through the organisation of the necessary means and with management at its own risk.

- 10) Confidential Information:** means any and all information disclosed in any form, including, but not limited to, verbally or on paper, electronic or magnetic media, electronically or by direct view, by the Purchaser to the Supplier on the occasion and/or as a function of the negotiation, signing and/or execution of each Contract, such as, but not limited to (a) the terms and conditions of the Contract itself as well as any and all information and documents relating to the negotiations that preceded the signing of the same; (b) any information, including, among others, any information or data of a technical, strategic, economic or commercial nature, in any case relating to the business article, business and/or assets of the Purchaser, including any technical material, sample, model, technical or technological documentation made available to the Supplier for the purposes of the execution of the Contract; (c) all technical studies, analyses, compilations or other documents prepared by the Supplier, including through the use of the Confidential Information by or on behalf of the Purchaser or, in any case, during the performance of the activities contemplated by each Contract.
- 11) Applicable law:** means any and all provisions of Italian and/or European Community Law, Regulation and/or Provision from time to time applicable to the Contract, issued by any competent authority.
- 12) Purchase Order:** means the Order for the purchase of the Products issued by A.T.I. Applicazioni Tecnologie ad Iniezione S.p.A., towards the Supplier.
- 13) Parties:** means, collectively, the Purchaser and the Supplier.
- 14) Party:** means, individually any one person between the Purchaser or the Supplier, as the case may be.
- 15) Products:** means the products, goods, equipment, tools, instruments, raw materials, semi-finished products and/or materials, work equipment, or, more generally, any and all goods (with the sole exception of real estate) that the Supplier undertakes to sell or supply to the Purchaser under each Contract and as better described and identified in the relevant Purchase Order.
- 16) Request for Offer:** means the request made by the Purchasing Company to the Supplier on the basis of the need for a specific supply of Goods and/or Services, in order for the latter to make an offer. This request includes, among other things, the conditions referred to in the specifications, the technical and logistics specifications, the quality and safety requirements, which must be met by the supply.
- 17) Services:** means one of the services covered by these General Conditions, indicated in the Purchase Order and in the Technical Documentation where available.
- 18) Technical Specifications:** means the technical specifications (which describe, among other things, the qualitative, functional and application characteristics) of the Products, as from time to time described in the relevant Purchase Order and/or in the Documentation, as the case may be.

## **2. SUBJECT OF THE GENERAL CONDITIONS**

- 2.1** The scope of these General Conditions is to regulate, in a consistent and uniform manner, all contractual relationships that will be established, from time to time, between A.T.I. Applicazioni Tecnologie ad Iniezione S.p.A. on the one hand, and the respective Suppliers on the other, and concerning the purchase and sale or the administration of products in favour of A.T.I. Applicazioni Tecnologie ad Iniezione S.p.A.
- 2.2** The terms and conditions of these General Conditions will therefore apply to each Contract that will be concluded between A.T.I. Applicazioni Tecnologie ad Iniezione S.p.A. and the Supplier in particular, will automatically integrate, from time to time, the technical and economic specifications provided in the relevant Purchase Order issued by the Purchaser.

- 2.3** Each Contract will be governed exclusively by the terms and conditions referred to in these General Conditions as well as by the specific technical and economic conditions contained in the relevant Purchase Order, with the exclusion of any other terms or conditions that may be affixed and/or recalled by the Supplier and not expressly accepted by the Purchaser.
- 2.4** It is clarified that, given the different type and characteristics of the various Products that may be the subject of supply under this Contract, these General Conditions include (a) both general provisions, applicable without distinction to any type of Product, (b) and specific provisions referring exclusively to certain types of Products and which may, consequently, not be applicable with reference to a Contract, if the same does not concern the supply of the type(s) of Products to which these clauses pertain.
- 2.5** It is expressly understood between the Parties that, unless otherwise agreed in writing between them, in no case will the signing of each Contract imply the attribution in favour of the Supplier of any exclusive right and, A.T.I. Applicazioni Tecnologie ad Iniezione S.p.A., will remain fully free to purchase and procure products or services similar or identical to the Products referred to in the Contract, from any third party supplier.

### **3. PURCHASE PROCEDURE**

- 3.1** The order must be issued and transmitted to the Supplier by the Purchaser which must contain, unless otherwise agreed between the parties: the reference number of the relevant Offer possibly submitted by the Supplier to the Purchaser, the order number, the Supplier code, the type and technical specifications of the product, the quantity, the date of delivery, the price, the conditions of supply, transport (indicating whether or not it is included), the payment and billing conditions.
- 3.2** The issue of any Purchase Order by the Purchaser shall be considered by the Supplier as a mere contractual proposal pursuant to Art. 1326 of the Italian Civil Code and may not be considered, in any case, as acceptance, in whole or in part, of any proposal and/or offer previously formulated or proposed.
- 3.3** If the Supplier intends to accept the Purchase Order received, the Supplier will issue and send to the Purchaser an Order Confirmation within 8 working days of receipt via paper or electronic format. In the absence of such confirmation, the conditions of these General Conditions are deemed fully accepted when the Supplier has begun to process the Order made by the Purchaser. Without prejudice to the Purchaser's right to accept or reject the Goods and/or Services already made and/or provided in the meantime, charging the expenses incurred to the Supplier. The contract will therefore be considered concluded, effective and binding between the parties, only and exclusively in the event of actual issuance and transmission by the Supplier of the Order Confirmation.
- 3.4** Only and exclusively an Order Confirmation duly issued and transmitted and with which the Supplier declares to fully and unconditionally accept the Purchase Order, may be considered as acceptance pursuant to Art. 1326 of the Italian Civil Code; therefore, in the event that the Order Confirmation transmitted by the Supplier bears any modification, addition, reservation and/or derogation with respect to the content of the Purchase Order, the Order Confirmation will automatically be considered as a new contractual proposal formulated by the Supplier which, as such, may be freely rejected by the Purchaser for all contract and legal purposes and at its sole discretion.

### **4. CONSIDERATION, BILLING AND PAYMENT TERMS**

- 4.1** All consideration is net of VAT and all inclusive including transport and packaging costs, food and accommodation of the Supplier's personnel possibly employed for the supply, insurance costs as well as any cost and/or expense related to the supply.
- 4.2** In the case of contracts concerning the administration of Products for a specific period of time, the Consideration will remain fixed and unchanged for the entire duration of the contract, as the Supplier declares to fully assume the risk associated with a possible greater or excessive burden of

the supply of the Products than estimated at the time of conclusion of the Contract, in derogation, as necessary, to Art. 1467 of the Italian Civil Code.

- 4.3** The Purchaser will have the right to request at any time to review the Consideration in order to reject any changes in the price of the same Products on the market, which occurred after the issuance of the Purchase Order.
- 4.4** The Supplier will issue the invoice for the consideration with a date not earlier than the date of actual delivery of the Products. This invoice must contain the Purchase Order number, the Supplier number, the delivery note number, the description of the Products to which the invoice refers, the payment methods, including any other request from the tax regulations in force at that time, as well as any other indication that the Purchaser deems necessary.
- 4.5** The Purchaser will pay the Consideration indicated in the Purchase Order to which the invoice refers, in compliance with the terms and methods of payment indicated in the Purchase Order itself, and in any case, it is a necessary condition for payment that the Goods and/or Services meet the quality standards required by the Purchaser.
- 4.6** The payment of the Consideration does not imply the acceptance of the Goods and/or Services by the Purchaser in terms of quality, quantity and price of the same and, in any case, this does not imply that the Purchaser waives the rights deriving directly or indirectly from these General Conditions or from the applicable legislation.
- 4.7** In the absence of prior authorisation and/or support from the bank designated by the Purchaser, bank receipts or equivalent documents issued on the initiative of the Supplier will be rejected.
- 4.8** If the Supplier is unable to comply with the upcoming obligations, the Purchaser may suspend payments until such time as it appears that the Supplier is again able and willing to fulfil the above obligations in an appropriate manner. It is understood that during the suspension of payments, the Supplier may not suspend the execution of the Contract.

## **5. TERMS OF DELIVERY AND TRANSFER OF OWNERSHIP AND RISK**

- 5.1** The Supplier undertakes to deliver the Products to the place indicated in the Purchase Order unless otherwise agreed between the parties.
- 5.2** The terms of delivery of the Products must be considered as essential and peremptory in the interest of the Purchaser for the proper execution of the Contract. In the event of failure by the Supplier to comply with the delivery terms, the Purchaser shall have the right to terminate the Contract with immediate effect, in whole or in part, upon written notice to the Supplier, without the latter having anything to claim by way of reimbursement, indemnity or compensation, pursuant to the Law.
- 5.3** In the case of the occurrence of any event or circumstance of which the Supplier becomes aware that prevent it from complying with the terms or conditions of delivery, the latter must promptly inform the Purchaser by written communication. In the event that the Supplier is unable to provide new information regarding the terms or conditions of delivery, the Purchaser at its discretion will have the right to terminate the Contract, in whole or in part, with immediate effect, without the Supplier having anything to claim by way of reimbursement, compensation or compensation, pursuant to Art. 1456 of the Italian Civil Code and without prejudice to any further rights and remedies that the Purchaser may have under applicable Law and/or Contract.
- 5.4** Unless the Order provides for the possibility for the Supplier to deliver the Products in advance, the Supplier must strictly adhere to the delivery date indicated, also avoiding any type of advance. Therefore, in the event of early delivery of the Products, the Purchaser shall have the right, at its sole discretion, to charge the Supplier for any expenses and/or costs related to the storage, warehousing and/or preservation of the Products for the entire period; in the event of delivery more than 7 days in advance without communication and acceptance by the Purchaser with respect to the date indicated in the Purchase Order, to refuse, in whole or in part, the delivery of the Products.

- 5.5 In the event that the Supplier does not comply with the delivery terms, the Supplier must pay the Purchaser the possible penalty established in the Purchase Order, without prejudice, in any case, to the Purchaser's right to take action, against the Supplier, for compensation for greater damage pursuant to Article 1382 of the Italian Civil Code.
- 5.6 At the time of delivery, the ownership and risks associated with any loss of the products will pass to the Purchaser, unless the latter makes, for any reason, an advance payment in relation to certain Products and, in this case, will pass to the Purchaser from the time of execution of the advance payment.
- 5.7 If the Incoterms are not established in the Purchase Order, the delivery of the Products is considered Ex Works.
- 5.8 The delivery of the products cannot, in any way, be considered as acceptance by the Purchaser of the Products, who immediately reserves the right to verify the defects and/or non-conformities detected on the Products.

## **6. QUALITY REQUIREMENTS AND DOCUMENTATION**

- 6.1 The Supplier undertakes to provide Goods and/or Services that comply with the standards and measures required by the Purchaser and to manage the related documentation.
- 6.2 The goods must be accompanied by suitable documentation to certify the conformity of what is provided, according to the applicable specifications, including the Certificate of Analysis, the Technical Data Sheet and the Safety Data Sheet.
- 6.3 The Supplier undertakes to promptly notify the Purchaser of any non-conformity of products detected during the execution of the supply and to agree with it the same any corrective actions to be implemented.
- 6.4 In the event of detection of defects and/or non-conformity, the Purchaser reserves the right to request the replacement of the same, or to request the provision of the Service again, without prejudice to compensation for any greater damages and the commitment to take the corrective and preventive actions necessary to avoid the repetition of the detected defects and/or non-conformities. In the event that the defects and/or non-conformities are such as to compromise the reliability of the supply, the Purchaser reserves the right to reject the Goods delivered by the Supplier and any stocks of previous lots, as well as to cancel any subsequent delivery schedules, as well as to refuse the provision of the Services.
- 6.5 The Supplier declares its willingness to receive at its production site one or more representatives of the Purchaser for the performance of second party audits related to the processes of realisation of the goods and services provided. The Purchaser undertakes to schedule the audit activities at least 30 days before the date of execution, providing a preliminary list of documents and aspects of which evidence is sought.
- 6.6 For some supplies, for example for outsourcing, these General Conditions of Purchase of Goods and Services, may be integrated with other documents, requests, instructions for the realisation of goods and services according to agreed practices, etc.
- 6.7 The Supplier, if requested by the Purchaser, in order to monitor and control the production process, must carry out process capacity studies by detecting Pp/Ppk and Cp/Cpk according to the indications provided by the reference AIAG manuals (AIAG Manual Statistical Process Control (SPS)).

## **7. DURATION AND TERMINATION**

- 7.1 The Contract will enter into force from the date of receipt by the Purchaser of the Order Confirmation duly issued by the Supplier and will remain fully valid, effective and binding for the entire duration, from time to time, possibly indicated in the Purchase Order.
- 7.2 Without prejudice to the further rights and remedies already provided for under the Contract or under the Applicable Law, each Party shall have the right to terminate each Contract pursuant to

Art. 1454 of the Italian Civil Code; in particular, each Party may instruct in writing the other Party, who has committed a breach of no small importance of the obligations assumed under the relevant Contract, to comply within a period of 15 days from the receipt of the aforementioned communication; after this period of 15 days has elapsed unnecessarily without the obligations subject to non-compliance having been fulfilled, the Contract shall be deemed terminated by law.

- 7.3** The Purchaser will also have the right to terminate all or part of each Contract, with immediate effect, pursuant to and for the purposes of Art. 1456 of the Italian Civil Code and by means of simple written communication, in the event of non-compliance by the Supplier even with one of the obligations provided for in these General Conditions.
- 7.4** Each Contract will be automatically and immediately terminated, pursuant to Art. 1353 of the Italian Civil Code and to the extent that this is permitted by mandatory provisions of applicable law, if: the Supplier is in a state of insolvency, including de facto, or liquidation or is otherwise unable, for any reason, to properly and regularly manage its business; the Supplier is subject to enforcement procedures or other form of constraint on its assets that jeopardises, or seriously endangers the proper performance of its contractual obligations under the Contract; the Supplier sells, assigns, transfers or, in any case, disposes, in whole or in part, of its own company that is wholly or in part responsible for the supply of the Products referred to in the Contract; in the event of a merger of the Supplier with another company or legal entity through the establishment of a new company or, in the event of a merger by incorporation into another company or legal entity and/or in the event that it occurs, for any reason and/or as a result of any corporate operation involving the Supplier and/or its direct or indirect partners, a change of control in the shareholder structure of the Supplier.
- 7.5** In the event of termination, in whole or in part, of the Contract, the Purchaser will have the right to freely purchase and/or procure products similar or identical to the Products, from third party suppliers, also in order to be able to fulfil the commitments made to third parties. In this case, the Supplier will be required to reimburse the Purchaser, any and all additional costs and/or expenses incurred by the Purchaser as a result of the foregoing.
- 7.6** In the event of termination, for any reason, of each Contract, the Supplier will immediately return, at its own expense, to the Purchaser any information, document, dossier, material, programme and any other type of information, in any way made available to the Supplier, by the Purchaser, in relation to or on the occasion of the negotiation, signing and/or execution of the Contract itself, or, alternatively, will arrange for it in accordance with the instructions specifically communicated by the Purchaser.

## **8. RE-SCHEDULING AND VERIFICATION OF PURCHASE ORDERS**

- 8.1** The Purchaser shall have the right, at its discretion, to change the Technical Specifications, quantities, terms and place of delivery of the Products provided for in each Purchase Order, provided that such changes are communicated by the Purchaser to the Supplier in writing at least 30 days prior to the date of delivery of the products as originally established under the Contract. The parties agree that, in the event that the Purchaser communicates that it wishes to change the delivery time of some Products beyond the originally agreed term, the new delivery time may not, however, be later than 180 days from the originally agreed delivery date.
- 8.2** The Supplier shall not be entitled to claim anything as consideration, indemnity, reimbursement and/or compensation or otherwise, as a result of any exercise of the right of modification by the Purchaser.

## **9. GUARANTEES**

- 9.1** By signing the Contract, the Supplier guarantees that: it is in possession of all the skills, abilities, experience, legal, technical, economic and financial requirements as well as having all the necessary means and resources, in order to give correct execution of the Contract and to regularly and fully

fulfil all the obligations assumed by the Supplier; the signing by the Supplier of the Contract, as well as the assumption and correct execution and fulfilment, by the Supplier, of the obligations provided for under the Contract does not involve, in any way, either directly or indirectly, the breach is any provision of applicable Law, of any measure or decision of any competent authority, of any obligation or commitment assumed, by the Supplier, by virtue of contracts, agreements and/or understandings concluded or reached with third parties or of any right or faculty, of any nature, of third parties; it is in possession on the date of signing the Contract, of all the permits, authorisations, consents and approvals required, pursuant to any provision of applicable Law and/or any provision of competent authority, in order to correctly execute the obligations assumed by the Supplier pursuant to the Contract and that such authorisations, permits, consents and/or approvals shall remain in force, valid and effective for the duration of the Contract.

- 9.2** By signing the Contract, the Supplier declares and guarantees: to be aware of the fact that A.T.I. Applicazioni Tecnologie ad Iniezione S.p.A. is recognised in the principles of the Code of Ethics published on the website of the Company A.T.I. Applicazioni Tecnologie ad Iniezione S.p.A. at the website [www.atispa.it](http://www.atispa.it), which has also drafted and adopted a management and control organisation model pursuant to Legislative Decree 231/2001; declares to recognise the same principles of the Code of Ethics of A.T.I. Applicazioni Tecnologie ad Iniezione S.p.A.; to undertake to strictly comply with the principles referred to in the Code of Ethics, as well as to implement in the execution of contractual services, all the necessary or appropriate measures in order to prevent relevant conduct pursuant to the Decree by its representatives, employees and collaborators and, in general, to comply with the provisions of the Decree and refrain from carrying out acts and/or assuming conduct that may expose the Purchaser to liability pursuant to the Decree in the context of its relations with the Purchaser and with third parties in general. In case of violation of the aforementioned obligations by the Supplier, the Purchaser will have the right to terminate pursuant to Art. 1456 of the Italian Civil Code or, in any case, to withdraw with immediate effect by means of written communication, without any charge to the Purchaser and with charge to the Supplier of any greater expense and/or cost incurred by the Purchaser pursuant to the Contract or Applicable Law.
- 9.3** The Supplier guarantees: that the Products will comply, in every way, with the Technical Specifications and the best qualitative and quantitative and functional standards; that the Products will be immune from any design defect, in materials, labour that makes them, even if only in part, unsuitable for the specific use for which they are intended or that they appreciably decrease their value, pursuant to the provisions of Art. 1490 of the Italian Civil Code ; notwithstanding the provisions of Art. 1495 of the Italian Civil Code, the Purchaser will forfeit the right to the warranty if it does not report the defects to the Supplier within 90 days of discovery; the proper functioning of the Products for a period of 18 months from the delivery of the Products, pursuant to Art. 1512 of the Italian Civil Code ; that the Products will be designed, packed, packaged and transported in full compliance with any and all provisions of applicable Law, including, but not limited to, the provisions of the WEEE ROHS regulation and the REACH regulation, the provisions on good manufacturing and safety of the products, on the packing, packaging and labelling of the products and transport of special and/or dangerous goods; the Products will be manufactured with materials and components of excellent quality, newly manufactured and will not contain used or recycled materials and/or components; that the Products are not subject to real guarantees or constraints deriving from seizure, foreclosure or any other enforcement procedure or from charges or real or personal rights of any third party, constraints, restrictions, of any kind, that diminish the free enjoyment by the Purchaser, pursuant to Articles 1482 and 1489 of the Italian Civil Code; that no third party will claim ownership of the Products, nor any type of personal and/or real right on the same nor, in general, can advance any claim, of any nature, on the same, all pursuant to Articles 1476 paragraph 1 no. 3, 1481 and 1483 of the Italian Civil Code ;

## **10. SUPPLIER'S LIABILITY AND INDEMNIFICATION OBLIGATIONS**

- 10.1** The Supplier undertakes to indemnify and hold the Purchaser fully harmless from any damages, losses, charges, costs or expenses (including reasonable legal fees) that may be incurred or incurred by the Purchaser, as a result of the breach or non-fulfilment by the Supplier, of any declaration, warranty or obligation assumed or rendered by the Supplier under the Contract and/or the violation of any provision of applicable Law. The Supplier undertakes to indemnify and hold the Purchaser fully harmless from any damage, loss, burden, cost or expense incurred by the Purchaser in relation to any claim made, against the Purchaser, by end customers, competent authorities and/or any other third party as a result of: the failure to supply the Products, in accordance with the provisions of the Contract; the violation, by the Supplier, of the obligations, representations and warranties assumed or issued by the Supplier; the violation of any Intellectual Property Right deriving from the use, promotion and/or marketing of the Products, in violation of the obligations, representations and warranties assumed or issued by the Supplier; the violation, by the Supplier, of any provision of Applicable Law, including, but not limited to, the provisions of the WEEE and ROHS and REACH Regulations, the provisions of the Consumer Code and the provisions on the liability of the manufacturer, packing and packaging of the products in circulation of special and/or dangerous goods in addition to the fiscal and tax provisions and will comply with all such provisions.
- 10.2** The Purchaser shall be entitled to compensate in whole or in part, any amounts due from the Supplier to the Purchaser against any amounts due from the Purchaser to the Supplier under the Contract as Consideration for the Products.

## **11. INTELLECTUAL PROPERTY RIGHTS**

- 11.1** The Supplier declares and guarantees to be the exclusive and legitimate owner and/or, in any case, to be able to legitimately and freely dispose to the extent necessary to fully fulfil all the obligations assumed under the Contract, of all Intellectual Property Rights relating to the Products; the Supplier declares and guarantees that, in no case, the use of the Products by the Purchaser will imply or determine, even indirectly, the violation of any Intellectual Property Rights of any third party.
- 11.2** In the event that any claim relating to the alleged violation of any Intellectual Property Right deriving from the use of the products by the Purchaser is advanced by any third party, the Supplier undertakes, from time to time, at the Purchaser's sole discretion: to obtain for the Purchaser the right to legitimately continue the use, promotion and/or marketing of such products; or to replace the Products and/or Services with similar Products and/or Services that do not violate any Intellectual Property Rights of third parties; or to modify and/or update the Products, so that they maintain their essential characteristics, without however violating the Intellectual Property Rights of any third party. In the event that none of the foregoing alternatives is prosecutable, from a commercial point of view, the Purchaser will stop any activity of use, promotion and/or marketing of the products that violate the Intellectual Property Rights of third parties and, at the sole and exclusive discretion of the Purchaser, will destroy or return to the Supplier each of such Products purchased by the Purchaser and not yet used, with the Purchaser's right to obtain the full refund of all the Considerations already paid to the Supplier for such Products and without prejudice to any further right or remedy that the Purchaser may have, in relation to the foregoing, pursuant to the Contract or applicable Law.
- 11.3** By entering into the Contract, the Supplier shall grant to the Purchaser free of charge all Intellectual Property Rights relating to the Products necessary and/or appropriate in order to use the Products under the Contract.
- 11.4** The rights and obligations of the Parties shall remain valid even in the event of termination, cancellation, expiration and/or cessation, for any reason, of the relevant Contract.



## **12. CONFIDENTIALITY**

- 12.1** The Supplier undertakes to: keep all Reserved Information strictly confidential and secret and not to disclose its content to any third party both during and after the termination, for any reason, of the Contract; to treat the Reserved Information with the same degree of diligence that the Supplier uses for the processing of its own information; not to use and/or acquire the Reserved Information except as strictly necessary for the supply of the Products and, in general, for the correct fulfilment of the contractual obligations assumed by the Supplier under each Contract; not to extract copies of any document relating to or containing Reserved Information without the Purchaser's written consent; not to use the Reserved Information in a manner detrimental to the Purchaser; to ensure and make sure that, also pursuant to Art. 1381 of the Italian Civil Code, any third party to whom any Reserved Information was disclosed for the purposes referred to in the relevant Contract, uses the Reserved Information in full compliance with the obligations and restrictions referred to in these General Conditions. In the event that disclosure becomes mandatory because it is imposed by provisions of applicable Law and/or any order of competent authority, the Supplier undertakes to adopt all reasonable efforts in order to agree, with the Purchaser, what information must be communicated to the extent strictly necessary to fulfil the obligation in question.
- 12.2** The confidentiality obligations will also not apply with reference to information that has been acquired by the Supplier independently and not as a result of the execution of the relevant Contract and, in any case, not in violation of the obligations provided for herein.
- 12.3** No communication to the public, including, without limitation, announcements or advertisements, relating to each Contract or any transaction contemplated therein may be made by the Supplier unless previously agreed in writing with the Purchaser.
- 12.4** The confidentiality obligations will remain in force for the entire duration of each Contract and for a period of 5 years following the termination, for any reason, of the same.

## **13. WORKPLACE SAFETY**

- 13.1** If a Contract concerns work equipment, as defined in Art. 69 of Legislative Decree 81/2008, the Supplier will be obliged to strictly comply with the obligations referred to in Articles 23, 69 70, 72 of the aforementioned Decree and, in any case, of any other relevant rule, without exception, provided for by the applicable Law on prevention and workplace safety. Likewise, the Supplier is bound to comply with the obligations and fulfilments referred to in the workplace safety prevention legislation whenever the supply provides for its application.

## **14. INSURANCE**

- 14.1** The Supplier shall, at its own expense, take out with primary insurance companies and, in any case, to the Purchaser's liking, and maintain in operation, for the entire duration of each Contract, any and all appropriate insurance policies necessary to cover the risks associated with the execution of each Contract, including without limitation, insurance policies to cover the risks deriving from civil liability and product liability.
- 14.2** If the Purchaser so requests, the Supplier shall give proof of the stipulation of the policies and the payment of the premiums for the entire duration of the relevant insurance period no later than 10 days from the Purchaser's request in this regard and undertakes as of now not to make any changes to the policies without the prior written consent of the Purchaser.
- 14.3** It is understood, in any case, that the Supplier undertakes to indemnify the Purchaser from any and all claims for damages, liabilities, costs and expenses arising directly or indirectly from events covered by the insurance policies but which, for any reason, are not indemnified or from events that are not covered by the policies themselves.

## **15. USE OF TRADEMARKS AND DISTINCTIVE SIGNS**

**15.1** The Supplier undertakes not to make use of the name or trademarks and distinctive signs used by the Purchaser, or in its ownership and, in any case, of any other mark that is in words, figurative, mixed, shape, derivative or derivable from the aforementioned distinctive signs and, in case of violation of the foregoing obligation, it will be required to immediately remove or delete any aforementioned name, trademark or distinctive sign from any and all material, commercial documents or letterhead used in its business activity as well as to compensate and hold the Purchaser harmless from any damage, cost and/or expense that the Purchaser may incur as a result of the foregoing.

## **16. REACH REGULATION**

**16.1** By signing the Contract, the Supplier declares and guarantees that it will act in full compliance with the REACH Regulation and will comply with all obligations deriving, at its account, from the provisions on the registration, evaluation, authorisation and restriction of chemical substances, as applicable, supporting, where appropriate, the related economic costs.

**16.2** The Supplier also declares and guarantees that in no case, for the entire duration of the Contract, the supply of the Products referred to in the Contract will suffer any interruption, delay or suspension due to the failure, by the Supplier, of the obligations provided for by the REACH Regulation; in particular, with the signing of the Contract, the Supplier declares and guarantees, among other things: (a) to have registered the substances under its jurisdiction or, if applicable, to have them pre-registered, in accordance with the provisions of Title II of the REACH Regulation, within the established deadlines; (b) **to be aware of its responsibility for suppliers who fail to comply**, in turn, with the fulfilment referred to in letter (a) above, for the substances under their competence; (c) to have appointed – in the event that the Supplier's registered office is located outside the European Union – an exclusive representative, pursuant to Article 8 of the REACH Regulation, in order to comply with the obligations of the REACH Regulation in such a way as to avoid, for any effect of contract and/or Applicable Law, that the Purchaser acts as an importer for the purposes of the REACH Regulation, releasing it from any obligation and responsibility in this regard.

**16.3** In the event that the Purchaser notifies the Supplier in writing of its methods of use of the Products purchased under the Contract, the Supplier will be required to include such use in the evaluation carried out to the INI of the chemical safety report pursuant to Art. 4 of the REACH Regulation, or in the event that it is not itself the manufacturer/importer (as defined pursuant to the REACH Regulation itself) of the Products, to transmit such information to its supplier for the same purpose. If the Purchaser identifies a method of use not included among those for which the substance, included among the Products purchased, has been registered, the Supplier must ensure the updating of the registration pursuant to Art. 22 of the REACH Regulation and must provide the Purchaser with evidence of such fulfilment.

**16.4** The Products **must comply with the restrictions set forth in Annex XVII of the REACH Regulation for the specific field of use of the substance even if contained in the article** or subject to authorisation under Annex XIV of the REACH Regulation, except where the Supplier has notified the Purchaser of the authorisation of the European Chemicals Agency (ECHA) for the specific use of the substance(s) in such products.

**16.5** The Seller shall immediately notify the Purchaser of any change in the legal status of the substances supplied or contained in the Products supplied under each Contract, with particular but not exclusive reference to any inclusion in the list of **SVHC** substances to be included in Annex XIV as extremely problematic. **In this case he will have to provide the Buyer with the information for art. 33 Reach (obligation to provide information in the supply chain) or section 15.1 of the Safety Data Sheets pursuant to art. 31 REACH.**

**16.6** The Seller is required to provide a Safety Data Sheet in accordance with the provisions of Art. 31 of the REACH Regulation in the manner and in all cases prescribed therein; this sheet must be

completed in accordance with Annex II of the REACH Regulation. In particular, following the registration of a substance included in the Products supplied under the Contract, the Supplier shall include in the Annex to the Safety Data Sheet, if relevant, the exposure scenarios.

- 16.7** The Supplier has to review ECHA publications on a regular basis (listed twice a year, in that ECHA updates the list of SVHCs) to verify whether the substances and/or products fall within the scope of an information requirement under Articles 33 of the REACH Regulation. The information in **Articles 31-32-33** of the REACH Regulation must be submitted to the Purchaser spontaneously without the need for a reminder from the latter.

## **17. GENERAL PROVISIONS**

- 17.1** Each Contract will constitute the full manifestation of the agreements reached by the Parties in relation to the object thereof and will take the place of all previous contracts, agreements and/or understandings, written or oral, previously concluded and/or reached by the Parties on the same subject.
- 17.2** No agreement or covenant that modifies or expands the Contract shall be binding on any of the Parties, unless it is made in writing, expressly refers to the Contract and is signed by the Parties or their respective duly authorised representatives.
- 17.3** In the event that any of the provisions of the Contract is declared void, invalid or ineffective, this defect will not affect the remaining provisions of the Contract. The Parties shall be exempt from respecting the rights and obligations provided for by the provisions declared null, invalid or ineffective, but only to the extent that such rights and obligations are directly conditioned by such nullity, ineffectiveness and invalidity. In this case, the Parties will negotiate in good faith the replacement of the null or invalid provisions with other valid and effective provisions that reflect, as far as possible, the original intention of the Parties.
- 17.4** In order to avoid any doubt, the Parties expressly and mutually acknowledge that, by signing the Contract, they do not intend to create any association, joint venture, shared enterprise or similar between the Purchaser and the Supplier, nor to confer on the Supplier any power of representation in regard to the Purchaser. During the execution of the Contract, in fact, the Parties will act as independent contractors and no Party will have the right, power and/or authority, by virtue of the Contract, to act in the name and/or on behalf of the other Party nor, in general, to raise, on behalf of the other Party any obligation towards any third party.
- 17.5** If one of the Parties tolerates any conduct of the other Party that may represent a violation of the provisions of the Contract, this will not constitute a waiver of the rights deriving from the violated provisions or the right to request the strict fulfilment of all the terms and conditions referred to in the Contract itself. Failure or delay by either Party to exercise any of the rights, powers or faculties under the Agreement shall operate as a waiver limited to the individual case and shall not prevent the exercise, even partial, by such Party of any other of its rights or faculties under the Agreement.
- 17.6** The Supplier is responsible for the expenses, taxes and fees, present or future of any kind, inherent in the Contract.
- 17.7** Any notice or communication between the Parties in relation to the Contract shall be in writing and shall be deemed to have been effectively delivered or served if delivered by hand or sent by registered letter, courier or facsimile confirmed by registered letter or courier, to the address on the Purchase Order, as far as the Purchaser is concerned, and on the Order Confirmation, as far as the Supplier is concerned.
- 17.8** All communications sent pursuant to this Article shall be deemed to have been received by the addressee if delivered by hand, on the date of delivery; if sent by courier or registered letter with return receipt, on the date of signature of the return receipt itself.

- 17.9** Any change to the address or addresses must be immediately communicated to the Parties, in the manner provided for in this article. As long as the Parties have not notified. These changes, the communications made with these rules and to the addresses and persons indicated above will be considered valid.
- 17.10** The Supplier may not transfer, in whole or in part, the Contract without the prior written consent of the Purchaser. The Supplier may not appoint or make use of third party subcontractors nor may it subcontract to third parties any services provided for under the Contract, without the prior written consent of the Purchaser and without prejudice, in any case, to the full responsibility of the Supplier for the correct and timely fulfilment of all the obligations referred to in the Contract.
- 17.11** Pursuant to the provisions of Art. 1260, paragraph 2 of the Italian Civil Code, the Supplier may not transfer to any third party, either in whole or in part, any claim against the Purchaser under each Contract, without the prior written consent of the Purchaser.
- 17.12** The Contract is governed by and interpreted in accordance with Italian Law.
- 17.13** Any dispute that may arise with reference to each Contract, including with reference to its interpretation, execution or termination, will be referred to the exclusive jurisdiction of the Court of Vicenza.
- 17.14** The official language of the Contract is Italian, which is authentic for all purposes, including the interpretation of the Contract itself. In case of conflicts between the text in Italian and any translations in different languages, the text in Italian will prevail.